



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
APRIL 4, 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

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82235690996>

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+1 305 224 1968 US +1 309 205 3325 US Webinar ID: 822 3569 0996 International numbers available: <https://us02web.zoom.us/j/82235690996>

3:45	1. Welcome to Glenwood Springs Sign	Information/Discussion
4:15	2. Colorado Intergovernmental Risk Sharing Agency (CIRSA) Parks Building Update	Information/Discussion
4:45	3. Final Scope of Work Strategic Communications and Engagement Services	Information/Discussion
5:15	4. Dinner Break	
5:30	5. Update from Town of Carbondale on Migrant Situation	Information/Discussion

ZOOM INSTRUCTIONS

Please click the link below to join the webinar:

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+13462487799,,85124634643# US (Houston) Or Telephone: Dial(for higher quality, dial a number based on your current location):

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REGULAR SESSION

6:15	6. Roll Call	
	7. Agenda Changes & Conflicts	
	8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	9. Council Announcements and Reaction to Public Comments	
	10. Consent Agenda	
	A. March 21, 2024 Council Minutes	
	B. Award RFP 2024-01P Strategic Communications and Engagement Services	
	C. Award RFP 2024-03P Fleet Building Roof Repair	Discussion and/or Action

- D. 2024 Intergovernmental Agreement for Mosquito Control
- E. Resolution 2024-15; Amending the Traffic Violations and Parking Fees Schedule
- F. Ordinance 2024-04; Amend Section 100.010.040 Declare Graffiti a Nuisance (Second Reading)
- G. Ordinance 2024-05; Amend Section 120.040.020 Model Traffic Code License and Registration Enforcement (Second Reading)
- H. Arts and Culture Board Appointment
- I. Financial Advisory Board Appointments

ACTIONS AND/OR PRESENTATIONS

- | | |
|--|--------------------------|
| 11. Proclamation: Gary Tillotson | Presentation |
| 12. Update on 27th Street Underpass | Information/Discussion |
| 13. South Bridge Update | Information/Discussion |
| 14. Habitat Memorandum of Understanding | Discussion and/or Action |
| A. Consideration of First Amendment to Memorandum of Understanding | |
| B. Consideration of form of deed and approval of transfer 8th and Midland Parcel | |
| 15. Resolution 2024-17 Mitchell Creek PSCO/XCEL Transmission Easements | Discussion and/or Action |
| 16. Airport Lease and Concession Agreement | Discussion and/or Action |
| 17. Council Comments | |
| 18. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 19. Council Social Event Location | Information Only |
| 20. Adjournment | |

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City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Welcome to Glenwood Springs Sign
Action Requested:	Proposal to create welcome signage.
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development
Background Info:	Proposal for installing city-owned welcome signage at prominent entry points to the community.
Issues:	Per Code Section 070.040.110 Signs, any sign installed by or on behalf of a local government is considered a local sign and is exempt from standards and permit requirements. Public signs shall be consistent with design standards to the extent practicable and shall not include any sign types which are listed as prohibited types. This includes any type of electronic message signage. Any signage would also have to observe sight distance triangles per City Engineering standards and would need to conform to all Colorado Department of Transportation (CDOT) access plans. Any proposed signage on CDOT right-of-way could require additional permitting through CDOT. Any sign located outside city limits would require approval by applicable jurisdiction.
Fiscal Impact:	Fiscal impact would be cost to City for fabrication and installation of signs as well as continued maintenance.
Legal Review:	
Staff Recommendation:	Staff recommends that any proposed signage meets all design standards to the maximum extent practicable for signs as described in Section 070.040.110.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Colorado Intergovernmental Risk Sharing Agency (CIRSA) Parks Building Update
Action Requested:	CIRSA is a non-profit insurance agency that works with governments. Our adjuster for the parks building fire will be joining us remotely to discuss the process that CIRSA goes through in a claim such as this.
Department:	City Clerk
Presented By:	
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure
Background Info:	With recent claims such as the mudslide and the fire, CIRSA has shown their responsiveness and cooperation with our City.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Final Scope of Work Strategic Communications and Engagement Services
Action Requested:	Discuss any outstanding issues.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	In a Special Work Session on March 14th, 2024 for RFP 2024-01P Strategic Communication and Engagement Services Council interviewed four finalist candidates. At the regular meeting of March 21, 2024 Council selected Slate Communications and directed staff to negotiate a final scope of work and contract. That has been done and the resulting documents are attached. This work session is to allow Council to ask any remaining questions.
Issues:	NA
Fiscal Impact:	We have \$125,000 budgeted in 2024 for this project. The base amount of the retainer is \$8,750 per month, or \$78,750 in 2024 plus related travel.
Legal Review:	Legal has reviewed the scope and agreement.
Staff Recommendation:	Staff recommends approval of this agreement.

Scope of Work: Strategic Communications and Engagement Services

Consultants will work closely with the City Manager, Public Information Officer, other city staff and as needed City Council to provide strategic communications consulting, community engagement services, graphic design services, marketing, and general communications and community relations support to the City.

Consultant will develop strategy and materials in collaboration with staff to support complex community outreach on topics such as infrastructure, funding and tax measures, emergency preparedness, community planning, and transportation. Priority topics for 2024 may include but are not limited to: Infrastructure Fund Public Information, South Bridge outreach, Vogelaar Planning engagement, Zoning Reform outreach/engagement, transportation projects outreach/engagement, and Emergency Operations Plan outreach. Consultant shall render in-person outreach as needed.

Consultant will co-lead strategic communications and engagement and provide the following communications and creative services as needed:

- | | |
|---|---|
| <ul style="list-style-type: none">• Communications strategic planning, advising, and budgeting.• Marketing strategy and budgeting.• Content writing and editing.• Coordination with partner agencies.• Market research and segmentation.• Internal communications.• Media strategy, relations and news releases.• Social media.• Messaging, speaking points.• Community engagement and strategy.• Communication reporting.• Content calendar management.• Issues management and monitoring.• Event planning. | <ul style="list-style-type: none">• Ad placement.• Graphic design and content development.• Website design.• Web updates.• Photography and video.• Creative direction and consultation.• Presentations.• Communications and engagement campaigns.• Branding.• Templates.• Economic development marketing.• Ura education.• Manage product delivery.• Vendor relations. |
|---|---|

In 2021, Colorado HB21-1110 strengthened the Colorado law for protection against discrimination against persons with disabilities; specifically, it requires the accessibility of all digital government information technology. To comply, all digital experiences provided by the contractor must meet all applicable Level A and AA success criteria of the current non-draft version of the Web Content Accessibility Guidelines (WCAG).

Tasks

1. One-Time Consulting Services

Exhibit A – Professional Services Agreement Slate Communications

- a. Analyze the City's existing public communication platforms and tools. Identify and recommend opportunities for improvement and propose metrics for measuring success.
 - b. Update the City's strategic communications plan.
2. Regular, Scheduled, Community Updates
 - a. Schedule and facilitate communications team meetings (monthly or as needed) to determine content development and schedules for editing and publishing.
 - i. Prepare Communication Calendars, which will include, for example, daily/weekly/monthly communication content and graphics suitable for different types of communications tools (i.e. e-newsletter, social media, news releases, mailers, website, etc.)
 - b. Develop updates and information about City projects, programs, successes, and areas for civic engagement. Staff will coordinate translation of materials into Spanish.
 - i. Draft monthly digital newsletter and supporting social media content.
 - ii. Develop regularly scheduled newspaper placement (frequency to be determined)
 - iii. Event coordination and marketing materials for chat with council gatherings (frequency to be determined).
3. Ongoing, Issue-Specific, Strategic Communications and Community Engagement Support
 - a. As needed, the City will need issue-specific strategic communications support related to a special event, project, initiative, or other topic. For these issue-specific situations, the Consultant may need to provide the following types of strategic communications and community engagement support. This is not an exhaustive list, and the Consultant will need to be flexible.
 - i. Prepare strategy, budget, and materials to communicate complex topics simply.
 - ii. Organize and co-facilitate community meetings such as open houses, pop-up events, charettes, workshops, discussion groups, etc.
 - iii. Draft news releases, fact sheets, briefing papers, talking points, statements, and inbound media protocols.
 - iv. Monitor local publications and online alerts including newspapers and digital media stories where the City of Glenwood Springs is mentioned.
 - v. Recommend and implement media strategies, including media buys. Negotiate with advertising media and oversee and evaluate services provided by advertising media.
 - vi. Foster positive community relations and two-way communication by monitoring and responding to comments and messages across multiple platforms.
 - vii. Identify new marketing avenues for the City to connect directly with residents. Assist in strategy and implementation of innovative audience reach, grassroots community involvement and participation.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Update from Town of Carbondale on Migrant Situation
Action Requested:	NA
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	Town Manager Lauren Gister will be here for a brief update on activities and next steps related to the Newcomers in Carbondale and the area.
Issues:	Carbondale has opened two temporary shelter facilities through the end of March and is now considering closure.
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: March 21, 2024 Council Minutes

Action Requested: March 21, 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
MARCH 21, 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. 1:22 Roll Call

Present: Mayor Wussow, Mayor Pro-Tem Dehm, Councilor Godes, Councilor Weimer, Councilor Kaup, Councilor Schachter, Councilor Zalinski. Also present were; Steve Boyd, City Manager; Joseph Deras, Police Chief; Ryan Muse, City Clerk; Hannah Klausman, Director of Economic and Community Development; Ryan Gordon, City Engineer; Karl Hanlon, City Attorney;

Item 6. 1:37 Agenda changes and conflicts

There were no agenda changes or conflicts.

Item 7. 1:45 Council Announcements

There were no announcements.

Item 8. 2:00 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

Citizen comments were made.

Item 9. 14:35 Consent Agenda

14:38 Mayor Pro-Tem Dehm moved to approve the consent agenda. Councilor Kaup seconded the motion.

The motion passed unanimously.

Item 10. 14:46 Proclamation for Arbor Day 2024

Mayor Wussow read the Arbor Day proclamation and presented it to Rod Tarullo, Parks and Recreation Director and Amanda Madden, Youth Parks and Recreation Commissioner.

Item 11. 17:43 Request for Contribution to Glenwood High School Mock Trial Club

City Manager Steve Boyd presented on the club and made the request for a contribution on their behalf.

Club members Clair Quintenz, Rose Corcoran, Claire Gillan, Mason McCarty, Hayden Clausen and Amanda Madden presented to the Council their experiences in Mock Trial Club and explained their request for funding. Coach Zack Parson answered questions from Council.

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

31:54 Mayor Pro-Tem Dehm moved to award the Glenwood Springs Mock Trial team \$5000 so they can attend the National Competition. Councilor Kaup seconded the motion.

Comments were made by Councilor Schachter, Councilor Zalinski, and Councilor Godes.

37:16 Mayor Pro-Tem Dehm amended his motion to award the team \$2,500 with an additional \$2,500 available to match funding from the school district. Councilor Kaup seconded the amendment.

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

The motion passed unanimously.

Item 12. 40:11 Housing Commission Reappointment

City Manager Steve Boyd presented.

41:36 Councilor Schachter moved to approve the term extension of Sean Nesbitt. Councilor Kaup seconded the motion.

The motion passed unanimously.

Item 13. 42:02 Ordinance 2024-04; Amend Section 100.010.040 Declare Graffiti a Nuisance

City Attorney Karl Hanlon and Police Chief Joseph Deras presented.

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

49:21 Mayor Wussow opened the floor to public comment.

Public comments were made.

50:28 Mayor Wussow closed the floor to public comment.

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

56:11 Councilor Zalinski moved to approve Ordinance 2024-04; Amend Section 100.010.040 Declare Graffiti a Nuisance. Mayor Pro-Tem Dehm seconded.

The motion passed unanimously.

Item 14. 57:10 Ordinance 2024-05; Amend Section 100.040.020 Model Traffic Code License and Registration Enforcement

Police Chief Deras presented.

Comments were made by Councilor Weimer.

59:38 Mayor Wussow opened the floor for public comment.

No Comments were made.

59:43 Mayor Wussow closed the floor for public comment.

59:50 Mayor Pro-Tem Dehm moved to approve Ordinance 2024-05; Amend Section 100.040.020 Model Traffic Code License and Registration Enforcement as recommended in the staff report. Councilor Weimer seconded.

The motion passed unanimously.

Item 15. 1:00:35 Transportation Demand Management (TDM) Update

City Transportation Engineer, Lee Barger presented along with Johnny Rotheram from Atla Planning and Design and Alice Laird with Clean Energy Economy for the Region.

Comments were made by Councilor Kaup, Councilor Zalinski, City Manager Steve Boyd, Mayor Wussow, and Mayor Pro-Tem Dehm.

1:21:33 Mayor Wussow opened the floor for public comment.

Public comments were made.

1:23:33 Mayor Wussow closed the floor for public comment.

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

1:36:00 Mayor Pro-Tem Dehm moved to approve a letter of support from the City of Glenwood Springs in support of the formation of the TMO, Connections, with a local match of \$5000. Councilor Kaup seconded the motion.

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

The motion passed unanimously.

Item 16. 1:51:15 South Bridge Update

City Engineer, Ryan Gordon Presented.

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

Item 17. 2:03:55 Request for Proposals (RFP) 2024-01P Strategic Communications and Engagement Services Contract Award

2:05:57 Councilor Weimer moved to award (RFP) 2024-01P Strategic Communications and Engagement Services Contract to Slate Communication. Councilor Zalinski seconded the motion.

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

The motion passed 6-1 with Councilor Godes voting no.

Item 18. 2:09:06 Legislative Updates

City Attorney Karl Hanlon presented.

Item 19. 2:16: Council Comments

Comments were made by Mayor Pro-Tem Dehm.

Comments were made by Councilor Zalinski.

Comments were made by Councilor Schacter.

Comments were made by Councilor Weimer.

Comments were made by Councilor Godes.

2:31:02 Councilor Godes moved to move council announcements behind public comment and rename it council announcements and public comment reactions. Councilor Zalinski seconded.

Mayor Pro-Tem Dehm, Councilor Godes, City Attorney Karl Hanlon, and Mayor Wussow.

The motion passed unanimously.

Comments were made by Councilor Godes, City Manager Steve Boyd, and Mayor Wussow.

Comments were made by Councilor Kaup and Mayor Wussow.

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

2:42:31 Mayor Pro-Tem Dehm moves to approve a letter of support from the City of Glenwood Springs in support of HB24-1372. Council Zalinski seconded.

The motion passed unanimously.

Item 20. 2:44:24 Report from City Administration

Comments were made by City Manager Steve Boyd.

Comments were made by City Attorney Karl Hanlon.

Item 21. 2:46:18 Council Social Event Location

Comments were made by Mayor Pro-Tem Dehm.

Item 19. 2:46:34 Adjournment

2:46:34 Councilor Weimer moved to adjourn. Councilor Dehm seconded.

The motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Award RFP 2024-01P Strategic Communications and Engagement Services

Action Requested: Award RFP 2024-01P Strategic Communications and Engagement Services to Slate Communications.

Department: City Administration

Presented By: Steve Boyd

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

Background Info: At the March 21, 2024, Council meeting, Council selected Slate Communications to provide Strategic Communications and Engagement Services to the City. Council directed Staff to negotiate a final scope of services and Professional Service Agreement for approval at the April 4, 2024, meeting. Attached is the final Professional Services Agreement with the Scope of Services and Costs attached as Exhibit A.

Issues: None at this time.

Fiscal Impact: We have \$125,000 budgeted for this project in 2024. The base retainer is \$8,750 per month, or \$78,750 in 2024.

Legal Review: Legal has reviewed the agreement and scope of work.

Staff Recommendation: Staff recommends approval of this agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this ____ day of _____, 2024 between the CITY OF GLENWOOD SPRINGS, a home rule municipality under the laws of the State of Colorado ("City"), and Slate Communications ("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 Strategic Communication and Engagement Services, 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 \$8,750.00 per month. Contractor shall submit a bill for approval and payment on a monthly basis until completion of the services. Each bill shall contain a statement of the time that the Contractor's employees spent on the Project since the previous bill, a brief description of the services provided by each such employee, and an itemization of direct expenses actually incurred. Upon reasonable advance request, the City may inspect and copy the 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 March 31, 2025, 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, Steve Boyd, City Manager and Bryanna Starbuck, Public Information Officer will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

To the Contractor: _____

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

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

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

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

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

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

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

CITY OF GLENWOOD SPRINGS

By: _____
Mayor

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Scope of Work: Strategic Communications and Engagement Services

Consultants will work closely with the City Manager, Public Information Officer, other city staff and as needed City Council to provide strategic communications consulting, community engagement services, graphic design services, marketing, and general communications and community relations support to the City.

Consultant will develop strategy and materials in collaboration with staff to support complex community outreach on topics such as infrastructure, funding and tax measures, emergency preparedness, community planning, and transportation. Priority topics for 2024 may include but are not limited to: Infrastructure Fund Public Information, South Bridge outreach, Vogelaar Planning engagement, Zoning Reform outreach/engagement, transportation projects outreach/engagement, and Emergency Operations Plan outreach. Consultant shall render in-person outreach as needed.

Consultant will co-lead strategic communications and engagement and provide the following communications and creative services as needed:

- | | |
|---|---|
| <ul style="list-style-type: none">• Communications strategic planning, advising, and budgeting.• Marketing strategy and budgeting.• Content writing and editing.• Coordination with partner agencies.• Market research and segmentation.• Internal communications.• Media strategy, relations and news releases.• Social media.• Messaging, speaking points.• Community engagement and strategy.• Communication reporting.• Content calendar management.• Issues management and monitoring.• Event planning. | <ul style="list-style-type: none">• Ad placement.• Graphic design and content development.• Website design.• Web updates.• Photography and video.• Creative direction and consultation.• Presentations.• Communications and engagement campaigns.• Branding.• Templates.• Economic development marketing.• Ura education.• Manage product delivery.• Vendor relations. |
|---|---|

In 2021, Colorado HB21-1110 strengthened the Colorado law for protection against discrimination against persons with disabilities; specifically, it requires the accessibility of all digital government information technology. To comply, all digital experiences provided by the contactor must meet all applicable Level A and AA success criteria of the current non-draft version of the Web Content Accessibility Guidelines (WCAG).

Tasks

1. One-Time Consulting Services

Exhibit A – Professional Services Agreement Slate Communications

- a. Analyze the City's existing public communication platforms and tools. Identify and recommend opportunities for improvement and propose metrics for measuring success.
 - b. Update the City's strategic communications plan.
2. Regular, Scheduled, Community Updates
 - a. Schedule and facilitate communications team meetings (monthly or as needed) to determine content development and schedules for editing and publishing.
 - i. Prepare Communication Calendars, which will include, for example, daily/weekly/monthly communication content and graphics suitable for different types of communications tools (i.e. e-newsletter, social media, news releases, mailers, website, etc.)
 - b. Develop updates and information about City projects, programs, successes, and areas for civic engagement. Staff will coordinate translation of materials into Spanish.
 - i. Draft monthly digital newsletter and supporting social media content.
 - ii. Develop regularly scheduled newspaper placement (frequency to be determined)
 - iii. Event coordination and marketing materials for chat with council gatherings (frequency to be determined).
3. Ongoing, Issue-Specific, Strategic Communications and Community Engagement Support
 - a. As needed, the City will need issue-specific strategic communications support related to a special event, project, initiative, or other topic. For these issue-specific situations, the Consultant may need to provide the following types of strategic communications and community engagement support. This is not an exhaustive list, and the Consultant will need to be flexible.
 - i. Prepare strategy, budget, and materials to communicate complex topics simply.
 - ii. Organize and co-facilitate community meetings such as open houses, pop-up events, charettes, workshops, discussion groups, etc.
 - iii. Draft news releases, fact sheets, briefing papers, talking points, statements, and inbound media protocols.
 - iv. Monitor local publications and online alerts including newspapers and digital media stories where the City of Glenwood Springs is mentioned.
 - v. Recommend and implement media strategies, including media buys. Negotiate with advertising media and oversee and evaluate services provided by advertising media.
 - vi. Foster positive community relations and two-way communication by monitoring and responding to comments and messages across multiple platforms.
 - vii. Identify new marketing avenues for the City to connect directly with residents. Assist in strategy and implementation of innovative audience reach, grassroots community involvement and participation.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Award RFP 2024-03P Fleet Building Roof Repair
Action Requested:	Review for approval
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	Request For Proposal (RFP) 2024-03P award for bids submitted for the replacement of the Fleet building roof. The roof at Fleet has been leaking since the building was purchased in 2019. The cost of small repairs are starting to add up, so staff brought the project out to bid for a full insulation and sheeting replacement project this spring. The bids came in well over budget, so a secondary option was discussed with the low bidder on the original bid. It was decided to install additional rigid insulation board above the existing roof and overlay that material with a heavy 60 millemeter Thermoplastic Polyolefin Membrane (TPO) and the necessary flashing. This product will provide the city with a 5-year workmanship warranty and a 20-year manufacturer warranty, add insulation to the roof, and provide proper flashing around all penetrations and at roof line breaks. This is the same or like material as a majority of the city buildings in town. Staff would like to move forward with this in a medium gray color that meets building codes, but still has a good balance of heat absorption/reflection in the summer and winter months. Staff would recommend approving an additional \$20,000 above the base proposal pricing to add snow guards to the front of the building and repair some of the more damaged gutters and downspouts, but full replacement will not be necessary.
Issues:	None.
Fiscal Impact:	This item is carried forward from 2023 and an appropriation will be included in the second quarter budget amendment.
Legal Review:	None.
Staff Recommendation:	Staff would recommend awarding the fleet building re-roofing project to Contract West Roofing Incorporated for \$197,300.



PROPOSAL

Date: 3/7/24
Submitted To: City of Glenwood Springs
Job Name: Fleet Building Roof Replacement – TPO

We hereby submit a proposal for the following scope of work to include –

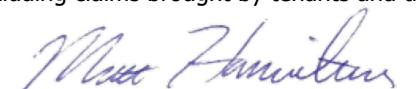
- Install new flute filler EPS insulation to match the existing roof panel profile.
- Install new 1/2" roof cover board to provide smooth roof surface for new membrane.
- Install new 60 mil TPO membrane using rhino bond plates and purlin fasteners secured into the roof purlins.
- Install new wood nailers roof eaves and edges as needed to provide a solid surface for the new TPO coated edge metal to be secured down.
- Install new TPO coated edge metal on eaves and rakes edges.
- Provide 5 year workmanship warranty.
- Provide 20 year manufacturer warranty.
- Does not include any interior insulation removal or replacement.
- Does not include any interior painting.
- Does not include any ridge venting.

Proposal Price: \$177,300.00

**Add Option 1: Install new gutters and downspouts per original plan.
Please add \$30,000.00**

**Add Option 2: Install new snow guards with bases that will weld to the
new TPO. Please add \$15,000.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are covered by general liability insurance and our workers are covered by Worker's Compensation Insurance. With acceptance of this proposal it is agreed that upon completion of any resulting contract, Contract West Roofing, Inc. will be indemnified and held harmless to the full extent of the law against any liability in any respect for any damage to the building or any components or contents thereof, including mold, mildew or interruption in the use of the building or personal injury claims resulting from alleged mold growth, including claims brought by tenants and third parties.

Authorized Signature: 

Meets or exceeds the requirements of ASTM D 6878

Features and Components

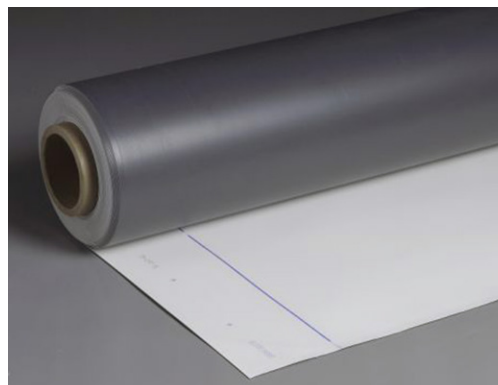
Thickness Over Scrim: Optimized and tested on a continual basis with a state-of-the-art thickness gauge to verify that the thickness valued by our customers is incorporated into the sheet.

One of the Widest Melt Windows: Promotes better welds over a wider variety of speeds and temperatures, and leads to a softer, more flexible and workable sheet.

Reinforced fabric scrim layer and top-ply thickness: Lends to durable physical properties including:

- Long-term weathering, UV resistance and heat-aging properties
- High breaking and tearing strength

Optimized TPO formulation: delivers high-performance ozone resistance, cool roof reflectivity and overall weather resistance.



Component

M
Membrane

Single Ply

Colors

Grey*	White	Tan*
-------	-------	------

*Grey and Tan lead times are subject to availability and may require an upcharge for smaller projects.

System Compatibility This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS				
	HA	CA	HW	HA	CA	HW	SA	MF	
									<i>Do not use with multi-ply systems</i>

Single Ply	TPO				PVC			EPDM		
	MF	AD	SA	IW	MF	AD	IW	MF	AD	BA
										<i>Compatible with the selected single ply systems above</i>

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

Energy and the Environment

Standard		Reflectivity		Emissivity
CRRC®	White	Initial	0.77	0.87
		3 Yr. Aged	0.70	0.86
	Tan	Initial	0.67	0.87
		3 Yr. Aged	0.62	0.90
	Gray	Initial	0.35	0.87
		3 Yr. Aged	0.34	0.90
CA Title 24	White	Pass	0.77	0.87
	Tan	Pass	SRI=75	
		3 Yr. Aged		
LEED® (SRI)	White	Initial	95	
		3 Yr. Aged	85	
	Tan	Initial	81	
		3 Yr. Aged	75	
	Gray	Initial	39	
		3 Yr. Aged	37	
Recycled Content	Post-consumer		0%	
	Post-industrial		5%	

The LEED® Solar Reflectance Index (SRI) is calculated per ASTM E1980.

Peak Advantage® Guarantee Information

Product	Guarantee Term
JM TPO 60 mil	5, 10, 15, or 20 years

Codes and Approvals



Installation/Application



Refer to JM TPO application guides and detail drawings for instructions.

Packaging and Dimensions

Roll Widths	5' (1.52 m)	6' (1.83 m)	8' (2.44 m)	10' (3.05 m)	12' (3.66 m)
Roll Lengths	100' (30.48 m)				
Roll Coverage	500 ft² (46.45 m²)	600 ft² (55.74 m²)	800 ft² (74.32 m²)	1000 ft² (92.90 m²)	1200 ft² (111.5 m²)
Rolls per Pallet	8				
Pallet Weight	1424 lb (645.9 kg)	1728 lb (783.8 kg)	2320 lb (1052.3 kg)	2856 lb (1295.5 kg)	3440 lb (1560.4 kg)
Pallets per Truck*	28-32	22-26	18-20	12-16	12-14
Producing Location	Scottsboro, AL				

*Assumes 48' flatbed truck and does not reflect pallets of accessories or impact of mixed sizes.

Meets or exceeds the requirements of ASTM D 6878

Tested Physical Properties

Physical Properties		ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO – 60 mil	
				MD*	XMD**
Strength	Breaking Strength, min, lbf (N)	D 751	220 (976)	411 (1,828)	388 (1,726)
	Elongation at Break, min %	D 751	15	27	27
	Tearing Strength, min, lbf (N)	D 751	45 (200)	92 (409)	178 (792)
	Factory Seam Strength, min, lbf (N)	D 751	66 (290)	112 (498)	
Longevity	Thickness, min, in.	D 751	+/- 10% from Nominal	0.060 (Nominal)	
	Thickness Over Scrim, min, in. (mm)	D 7635	0.015	0.027 (0.686)	
	Water Absorption, max, %	D 471	3.0	0.11	
	Brittleness Point, max, -40°F	D 2137	No Cracks	Pass	
	Ozone Resistance	D1149	No Cracks	Pass	
Heat Aged Performance	Properties after Heat Aging @ 240°F	D 573	Pass/Fail	Pass	
	Breaking Strength, % (after aging)	D 751	90	>90	>90
	Elongation, % (after aging)	D 751	90	>90	>90
	Tearing Strength, % (after aging)	D 751	60	>60	>60
	Weight Change, max, % (after aging)	D 751	±1.0	0.19	
	Linear Dimensional Change, max, % (after 6 hrs @ 158°F)	D 1204	±1.0	<0.1	
Weather Performance	Accelerated Weathering, min	G 151 & G 155	10,080 kJ/m ² •nm @ 340 nm (4,000 hrs @ 0.70 W)	>20,160 kJ/m ² (>8,000 hrs)	
	Cracking (@ 7x magnification)	G 155	No Cracks	Pass	

*MD = Machine Direction **XMD = Cross-Machine Direction Note: All data represents tested values.

Supplemental Testing

Physical Properties	ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO – 60 mil Result
Dynamic Puncture	D 5635	N/A	Pass @ 25 Joules
Static Puncture	D 5602	N/A	Pass @ 44 lb (20 kg)
Impact Resistance of Bituminous Roofing Systems	D 3746	N/A	Pass - minor indentations
Reflectance	C 1549	N/A	78%
	E 903	N/A	80%
Emittance	C 1371	N/A	0.87
	E 408	N/A	0.96
SRI	E 1980	N/A	95
Resistance of Synthetic Polymer Material to Fungi	G 21	N/A	0 rating
Puncture Resistance (FTMS 101C, Method 2031)	N/A	N/A	371 lb (168 kg)
Moisture Vapor Transmission	E 96	N/A	0 g/m ² per 24 hours
Hydrostatic Resistance, Mullen	D 751	N/A	474 PSI (3268 kPa)
Standard Test Method for Air Permeance of Building Materials	E 2178	N/A	Pass @ <0.0005 L/(s•m ²) (Pass @ <0.0001 CFM/ft ²)

Technical specifications as shown in this literature are intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the web at www.jm.com/roofing. The physical and chemical properties of the product listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Check with the regional sales representative nearest you for current information.

All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, which includes a Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions or for information on other Johns Manville roofing products and systems, visit www.jm.com/terms-conditions.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	2024 Intergovernmental Agreement for Mosquito Control
Action Requested:	Request for approval of the 2024 Intergovernmental Agreement for Mosquito Control.
Department:	Parks & Recreation
Presented By:	Rod Tarullo
Strategic Goals:	Ensure Public Safety
Background Info:	Each year there is an Intergovernmental Agreement created between Garfield County and its municipalities for mosquito control and education programs to aid control of the mosquito species responsible for the spread of West Nile Virus.
Issues:	None.
Fiscal Impact:	The City of Glenwood Springs is responsible for a payment of \$6,500 to Garfield County for its portion of the program. The funds are budgeted in the Parks department of the general fund in professional services (01154-51710).
Legal Review:	Legal has reviewed the agreement.
Staff Recommendation:	Staff recommends approval of the 2024 Intergovernmental Agreement for Mosquito Control.



COUNTY ATTORNEY'S OFFICE

108 8th Street, Suite 219
Glenwood Springs, CO 81601
(970) 945-9150

March 19, 2023

Lauren Gister, Town Manager
Town of Carbondale
lgister@carbondaleco.net
Jessica Markham, Town Clerk
jmarkham@carbondaleco.net

Travis Elliott, Town Manager
Town of Parachute
telliott@parachutecolorado.com
Lucy Spalenka, Town Clerk
lspalenka@parachutecolorado.com

Jeff Layman, Town Administrator
Town of Silt
jlayman@townofsilt.org
Sheila McIntyre
sheila@townofsilt.org

David Reynolds, Town Administrator
Town of New Castle
dreynolds@newcastlecolorado.org
Mindy Andis, Town Clerk
mandis@newcastlecolorado.org

Steve Boyd, City Manager
City of Glenwood Springs
steve.boyd@cogs.us
Ryan Muse, City Clerk
ryan.muse@cogs.us

Patrick Waller, Acting City Manager
City of Rifle
pwaller@rifleco.org
Misty Williams, City Clerk
mwilliams@rifleco.org

Re: 2024 IGA – Mosquito Control

Dear Parties:

Enclosed, please find one (1) full copy of the 2024 Intergovernmental Agreement for Mosquito Control for your review, consideration and submittal to your City or Town Council for authorization for signature and attestation by the City or Town Clerk..

After execution by the appropriate officials, please return one (1) fully executed IGA to, “Garfield County Attorney’s Office, Attention: Mary Lynn Stevens” at the above address.

Letter to Parties
Mosquito IGA
March 19, 2024

Once this office receives the signature pages from all entities and after signature by the Chairman of the Board, you will be sent a fully executed copy for your files

If you have any questions, please do not hesitate to contact this office.

Sincerely,

Mary Lynn Stevens

MARY LYNN STEVENS
Paralegal / Office Manager

MLS
Attachments (IGA)

cc: Jannette Whitcomb, Public Health & Environment.

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL – 2024

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

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

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

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

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

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

2. **PROJECT COSTS.** The cost for the entire Project that is the subject of this IGA shall not exceed Two Hundred Five Thousand Dollars and No Cents (\$205,000.00), with each town and city contributing the amounts set forth below for a total contribution of Sixty-Two Thousand Seven Hundred Dollars and No Cents (\$62,700.00) of the Project Cost. The remainder

will be contributed by the County for the twenty-nine (29) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall pay an amount not to exceed One Hundred Forty-Two Thousand Three Hundred Dollars and No Cents (\$142,300.00) of the total Project Cost of Two Hundred Five Thousand Dollars and No Cents (\$205,00.000), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$6,500.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$8,600.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of \$23,400.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$6,300.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$7,100.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$10,800.00.

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

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

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

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

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

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

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2024 through December 31, 2024, no matter the date of execution.

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

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

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

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

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

Notice to County:

Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: (970) 945-5004
Fax: (970) 945-7785

Notice to Glenwood:

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

Notice to Carbondale:	Town of Carbondale Attn: Town Manager 511 Colorado Avenue Carbondale, CO 81623 Phone: (970) 963-2733 Fax: (970) 963-9140
Notice to Rifle:	City of Rifle Attn: City Manager 202 Railroad Avenue P.O. Box 1908 Rifle, CO 81650 Phone: (970) 625-2121
Notice to Silt:	Town of Silt Attn: Town Administrator 231 N. 7 th St., Box 70 Silt, CO 81652 Phone: (970) 876-2353
Notice to New Castle:	Town of New Castle Attn: Town Administrator 450 W. Main P.O. Box 90 New Castle, CO 81647 Phone: (970) 984-2311
Notice to Parachute:	Town of Parachute Attn: Town Administrator 222 Grand Valley Way Box 100 Parachute, CO 81635 Phone: (970) 285-7630

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

ATTEST:

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

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST:

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

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**CITY OF RIFLE
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF SILT
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF NEW CASTLE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF PARACHUTE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

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City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Resolution 2024-15; Amending the Traffic Violations and Parking Fees Schedule

Action Requested: Approval of Resolution Amending Traffic Fees

Department: Police Department

Presented By: Joseph Deras, Karl Hanlon

Strategic Goals: Ensure Public Safety
Protect and Preserve our Quality of Life

Background Info: This resolution will conform the City's traffic fines and fees with the new amendments contained in Ordinance No. 5, Series 2024.

Issues: None.

Fiscal Impact: Nominal net impact.

Legal Review: Drafted by legal and approved by the municipal judge and prosecutor.

Staff Recommendation: Staff recommends approval.

RESOLUTION 2024-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AMENDING THE
CITY OF GLENWOOD SPRINGS TRAFFIC VIOLATION
AND PARKING FEES AND SURCHARGES.**

WHEREAS, City staff recommends, and City Council agrees, that amending Traffic Violation and Parking Fees and Surcharges, meets the needs of the community, and the needs of the City; and

WHEREAS, by Ordinance No. 5, Series 2024 Council adopted new amendment to the Model Traffic Code, Sections 1419 and 1420; and

WHEREAS, City Council finds that the changes to the fees and surcharges described as set forth on **Exhibit A** for violations of Model Traffic Code Sections 1419 and 1420 are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Glenwood Springs traffic violation penalty schedule as set forth on **Exhibit A** attached hereto with additions underlined and incorporated herein effective April 5, 2024.

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

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

In the event no penalty is provided for below, the provisions of C. R. S. 42-4-1701(4)(a)(I) and 42-2-127 shall apply.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTA L		
GENERALLY – PART 1					
106(5)(a)(II)	80	20	100	0	Failure to comply with snow tire or chain requirements.
107	60	15	75	3	Disobeyed police officer or firefighter.
109(2)	60	15	75	0	Rider failed to ride astride motorized bike.
109(3)	60	15	75	0	Too many occupants on motorized bike.
109(4)	60	15	75	0	Rider clinging to vehicle.
109(5)	60	15	75	0	Failed to ride motorized bike on right side of road.
109(6)	60	15	75	0	Riders of motorized bike rode more than two abreast on road.
109(9)	60	15	75	M	Riding snowmobiles/skis/sleds/roller-skates/skateboards on roadway.
109(14)	60	15	75	M	Skating and skateboarding prohibited on Colorado River Pedestrian Bridge.
EQUIPMENT – PART 2					
201(1)	80	20	100	0	Too many occupants in front seat.
201(2)	80	20	100	0	Allowing passenger to ride in dangerous manner.
201(3)	80	20	100	0	Driving vehicle with television screen in front seat.
201(4)	80	20	100	0	Obstructed view through required glass equipment.
201(5)	80	20	100	0	Interfering with driver.
201(6)	80	20	100	0	Rode vehicle where not designated for passenger.
202(1)	80	20	100	2	Operated Unsafe vehicle without required equipment.
204(1)	60	15	75	2	Drove without headlamps on (visibility less than 1000').
205(1)	60	15	75	0	Vehicle with improper headlights.
205(2)	60	15	75	0	Motorcycle with no/too many headlights.
205(3)	60	15	75	0	Height of headlamps failed to meet requirements.
206(1)	60	15	75	0	Vehicle with defective, improper or no taillights.
206(3)	60	15	75	0	No license plate light.
206(4)	60	15	75	0	1958 or newer vehicle failed to have two reflectors as required.
209	60	15	75	0	Lamp or flag required on projecting load.
217 (1)(a)	80	20	100	2	Fail to dim lights approaching.
217(1)(b)	80	20	100	2	Fail to dim lights following.
219	60	15	75	0	Used more than four lights when prohibited.
223(1)(a)	60	15	75	2	Vehicle did not have adequate brakes.
224(1)	60	15	75	0	Operated vehicle without horn as required.
224(3)	60	15	75	0	Bicycle or motorized bicycle with siren or whistle.
224(4)	60	15	75	0	Snow removal equipment shall display flashing yellow lights.
224(5)(a)	80	20	100	0	Vehicles exercise due care approaching/overtaking passing snow-removal equipment.
224(5)(b)	60	15	75	0	Snowplow driver exempt for violations relating to Parking/standing/backing/yielding right of way.
225(1)	80	20	100	0	Vehicle shall be equipped with adequate muffler.
226(1)	80	20	100	0	Vehicle shall be equipped with adequate mirrors.
226(2)	80	20	100	0	Side mirrors required when rear view obstructed.
227(1)(a)	80	20	100	0	Certain materials prohibited on windows.
227(1)(d)	80	20	100	0	No metallic or mirrored appearance on windows.
227(2)	80	20	100	0	No windshield wipers.
228(5)(a)	80	20	100	0	Vehicles shall be equipped with tires in safe operating condition.
231	60	10	75	0	Vehicle being driven with park lights.
232(1)	80	20	100	0	Driver/passenger operated/rode motorcycle without eye-protection.
232(3)	80	20	100	0	Carrying passengers without footrests.
236(2)(a)	120	30	150	0	Fail to use child restraint system.
237(2)	120	30	150	0	Driver failed to use seat belt.
SIZE – WEIGHT – LOAD – PART 5					
501	S			0M	Operated oversize, overweight vehicle without permit.
502(1)	S			M	Width of vehicle exceeded one hundred two inches (102") overall.
502(3)	S			M	Vehicle had unlawful chains, rope or dragging chain.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
503	S			M	Unlawful load on passenger vehicle.
504(1)	S			M	Height of vehicle exceeded 14'6" on designated road.
504(2)	S			M	Vehicle exceeded 45' overall length.
504(4)	S			0M	Combination of vehicles exceeded 4 units or 75' overall.
506(1)	S			0M	Tow bar or chain exceed 15'.
506(2)	S			0M	No white flag or cloth on tow rope/chain.
506(3)	S			0M	No safety chain or insufficient chain.
SIGNALS – SIGNS - MARKINGS – PART 6					
603(1)	120	30	150	4	Failed to observe/disregarded traffic control device.
604(1)(a)(I)	120	30	150	4	Failed to yield to pedestrian at controlled intersection.
604(1)(a)(II)	120	30	150	4	Disobeyed green turn arrow.
604(1)(c)(I)	120	30	150	4	Disobeyed red light.
604(1)(c)(I)(A)	120	30	150	3	Fail to yield to pedestrian/vehicle when turning right on red light.
604(1)(c)(I)(A)	120	30	150	4	Made right turn on red light where prohibited.
604(1)(c)(III)	120	30	150	4	Disobeyed red turn arrow signal.
604(1)(e)	80	20	100	4	Violation of lane direction control device.
605(1)(a)	120	30	150	4	Failed to obey flashing red light.
606(1)	80	20	100	0	Displayed unofficial traffic control sign/device/unauthorized sign/traffic sign/signal.
607	S			0M	Interfering with official traffic control device.
608(1)(2)	60	15	75	2	Failure to have signal lights.
609	60	15	75	2	Improper hand signals.
610	60	15	75	0	Unauthorized insignia.
611(2)	S			0M	Misuse of distress flag.
RIGHTS – OF – WAY – PART 7					
701(1)	80	20	100	4	Failed to yield to vehicle on right.
702	80	20	100	3	Failed to yield when making left turn.
703(3)	120	30	150	4	Failed to obey stop sign.
703(3)	120	30	150	3	Failed to yield after stop sign.
703(4)	120	30	150	4	Failed to yield after yield sign.
704	120	30	150	3	Failed to yield entering roadway from private drive.
705	120	30	150	4	Failed to yield to emergency vehicle.
706(1)(a)	60	15	75	4	Failed to obey RR crossing.
707(1)				4M	Certain vehicles stop at RR crossing.
708(1)	60	15	75	0	Moving heavy equipment at RR crossing.
709	120	30	150	3	Stopped, obstructing intersection or RR crossing.
710(1)	120	30	150	4	Failed to yield to pedestrian when emerging from alley/driveway.
710(2)	120	30	150	3	Failed to yield to pedestrian when entering alley, street or sidewalk.
711	60	15	75	3	Drove vehicle improperly on mountain highway.
712	120	30	150	3	Didn't yield right-of-way to authorized vehicle or pedestrian in highway construction/maintenance work area
PEDESTRIANS RIGHTS & DUTIES – PART 8					
801(1)	60	15	75	0	Pedestrian failed to obey traffic signal.
802(1)	120	30	150	4	Driver fails to yield to pedestrian at uncontrolled intersection.
802(3)	60	15	75	0	Pedestrian suddenly enters or jumps into path of vehicle.
802(4)	60	15	75	3	Driver (same direction) overtakes vehicle yield to pedestrian.
802(5)(a)	120	30	150	3	Failure to yield to pedestrian in a controlled intersection.
803(3)	60	15	75	0	Pedestrian crossing outside of crosswalk (jaywalking)
805(2)	60	15	75	0	Soliciting rides on highway.
805(3)	60	15	75	0	Intoxicated pedestrian in roadway.
805(6)	60	15	75	0	Soliciting rides in other than permitted areas.
805(7)	60	15	75	0	Picking up pedestrians on roadway.
806	80	20	100	3	Drove through safety zone.
807	80	20	100	4	Fail to use due care and give warning to pedestrian on roadway.
808	80	20	100	6	Fail to yield to Person wholly/partially disabled.
TURNING – STOPPING – PART 9					
901(1)(a)	80	20	100	3	Improper right turn.
901(1)(b)	80	20	100	3	Improper left turn.
901(1)(c)	80	20	100	3	Failed to use left turn lane when turning left.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
902(1)	80	20	100	3	Made U-turn on hill or grade.
902(2)	80	20	100	3	Made turn in front of approaching traffic.
902(3)	80	20	100	3	Made U-turn where prohibited.
903(1)	60	15	75	2	Fail to signal for turn.
903(2)	60	15	75	2	Failed to signal or gave improper signal.
903(3)	60	15	75	2	Fail to signal for stop.
903(4)	60	15	75	2	Unlawful use of flashing turn signal.
DRIVING – OVERTAKING – PASSING – PART 10					
1001(1)	60	15	75	4	Drove on wrong side of road.
1002	80	20	100	4	Fail to pass to right of on-coming traffic.
1003(1)(a)	80	20	100	4	Improper passing (overtaking vehicle on left).
1003(1)(b)	80	20	100	4	Fail to give enough room – overtaking bicyclist on the left.
1003(1)(c)	80	20	100	4	Fail to give way when being passed.
1004	80	20	100	4	Improper passing overtaking vehicle on right).
1005(1)	80	20	100	4	Passed on left when left not clear of traffic.
1005(3)	120	30	150	4	Passed on double yellow/no passing lane.
1006(1)	120	30	150	3	Drove wrong way on one-way street.
1006(1)	60	15	75	3	Drove wrong way on one-way alley.
1006(2)	120	30	150	3	Drove vehicle wrong way around rotary island.
1007(1)(a)	80	20	100	3	Fail to drive in single lane (weaving).
1007(1)(a)	80	20	100	3	Made unsafe lane change.
1007(1)(b)	80	20	100	4	Passed on shoulder on right of vehicle in right-hand land.
1007(1)(c)	60	15	75	4	Fail to obey land direction control device.
1008(1)	80	20	100	4	Following too closely.
1009(1)	60	15	75	3	Coasting vehicle out of gear.
1009(2)	60	15	75	3	Coasting commercial vehicle out of gear.
1010(1)	120	30	150	4	Drove wrong side of divided highway.
1010(1)	60	15	75	4	Unlawful cross median.
1010(2)	60	15	75	4	Improper enter freeway.
1011	120	30	150	3	Unlawful use of runaway ramp.
SPEED REGULATIONS – PART 11 (NOTE: Speeding in a school zone fine x 2)					
1101	40	10	50	0	1 to 4 over (all)
1101	60	15	75	1	5 to 9 over (all)
1101	120	30	150	4	10 to 19 over (all)
1101	200	50	250	6	20 to 24 over (all)
1101	S			6M	25 to 39 over (all)
1101	S			12M	40 or more over (all)
1101	120	30	150	4	Speeding (10-14 over limit in commercial vehicle).
1101(3)	120	30	150	3	Too fast for conditions (due care)
1103(1)	60	15	75	3	Impeding normal flow of traffic.
1105(1)	S			12M	Speed contest.
PARKING – PART 12					
1201	80	20	100	3	Unsafe move from parked position.
1204(1)(a)	32	8	40	0	Parked on sidewalk
1204(1)(b)	32	8	40	0	Parked in intersection.
1204(1)(c)	32	8	40	0	Parked in crosswalk.
1204(1)(d)	32	8	40	0	Parked in safety zone.
1204(1)(e)	32	8	40	0	Parked alongside/opposite excavation or obstruction obstructing traffic.
1204(1)(f)	32	8	40	0	Double parked.
1204(1)(g)	32	8	40	0	Parked on bridge or within tunnel.
1204(1)(h)	32	8	40	0	Parked on railroad tracks.
1204(1)(i)	32	8	40	0	Parked on controlled-access highway.
1204(1)(j)	32	8	40	0	Parked in area between roadways of divided highway including crossovers.
1204(1)(k)	32	8	40	0	Parked where prohibited by sign.
1204(2)(a)	32	8	40	0	Parked within 5' of public/private driveway.
1204(2)(b)	40	10	50	0	Parked within 15' of fire hydrant.
1204(2)(c)	32	8	40	0	Parked within 20' of crosswalk at intersection.
1204(2)(d)	32	8	40	0	Parked within 30' of traffic control signal.
1204(2)(e)	32	8	40	0	Parked within 20' of fire station driveway.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTA L		
1204(2)(f)	32	8	40	0	Parked where signs prohibit standing.
1204(3)(a)	32	8	40	0	Parked within 50' of railroad crossing.
1204(3)(b)	32	8	40	0	Parked where restricted by sign.
1204(6)	32	8	40	0	Parking obstructing traffic or maintenance prohibited.
1204(7) Downtown	32	8	40	0	Obedience to stopping, standing, or parking restriction and prohibition signs.
1204(10)(c)	32	8	40	0	Parking in alley prohibited except for expeditious loading and unloading.
PARKING METHODS – PART 12 CONTINUED					
1205(1)	32	8	40	0	Parked more than 12" from curb/parked on wrong side of street.
1205(2)	32	8	40	0	Parked more than 12" from curb/one-way streets.
1205(3)	32	8	40	0	Failed to angle park where marked.
1206	60	15	75	0	Illegal unattended vehicle.
1205(5)(a)	S			0	Vehicle parked on roadway to sell vehicle.
1205(5)(b)	S			0	Greasing, painting, or repairing vehicle on roadway (except for emergencies)
1205(5)(c)	S			0	Vehicle parked on roadway to display advertising.
1205(6)	S			0	Parking of certain vehicles for more than two hours prohibited; parking of construction equipment without a permit prohibited.
1207	32	8	40	0	Opened/left open door into path of traffic.
HANDICAP/DISABILITY PARKING – PART 12 CONTINUED					
1208(3)(a)	100	25	125	0	Handicap parking.
1208(6)(g)(1)	100	25	125	0	Non-disabled person used disability placard/license plate of disabled person.
BACKING – PART 12 CONTINUED					
1211	80	20	100	2	Unsafe backing
ELECTRIC VEHICLE CHARGING STATION PARKING – PART 12 CONTINUED					
1213	100	25	125	0	Parking in electric motor vehicle charging stations.
ABANDONED, JUNKED, DISMANTLED AND WRECKED MOTOR VEHICLES – PART 12 CONTINUED					
1214	S			M	Storing, parking, or leaving inoperable, dismantled, or other such vehicle prohibited.
OTHER OFFENSES – PART 14					
1401	S			8M	Reckless driving.
1402	S			4M	Careless driving.
1403	60	15	75	3	Following or parking too close to fire apparatus.
1404	60	15	75	0	Crossing fire hose.
1405	60	15	75	0	Riding in trailer.
1406(1)	120	30	150	0	Littering highway.
1406(2)	120	30	150	0	Dropping lighted or burning material on roadway.
1406(3)	60	15	75	0	Wrecker operator failed to remove litter after tow.
1407	S			0M	Spilling or leaking loads on street or highway.
1408(4)(a)	S			0	Unlawful to fail to obey all traffic signs in parklands.
1408(4)(b)	S			0	Unlawful to park or drive on lawns, fields, or any other place other than roadways and parking areas in parklands.
1409(3)	S			4M	Failed to present immediate evidence of compulsory insurance.
1411	60	15	75	0	Driver shall not wear earphones while driving.
1412(1)	60	15	75	0	Bike failed to obey traffic laws.
1412(3)	60	15	75	0	Too many occupants on bike.
1412(4)	60	15	75	0	Bike rider clinging to vehicle.
1412(5)	60	15	75	0	Bike failed to ride on right side of road.
1412(6)	60	15	75	0	Riders rode more than two abreast on road.
1412(7)	60	15	75	0	Rider failed to keep at least one hand on handlebar.
1412(8)(a)	60	15	75	0	Bike made improper left turn.
1412(9)(a)	60	15	75	0	Bike failed to signal turn.
1412(10)(a)	60	15	75	0	Bike failed to yield right-of-way to pedestrian on sidewalk.
1412(10)(b)	60	15	75	0	Rode bike on sidewalk where prohibited.
1412(11)(a)	60	15	75	0	Illegal parking of bike.
1412(11)(b)	60	15	75	0	Bike parked obstructing pedestrian traffic.
1413	S			12M	Eluding/attempting to elude police officer.
1417	80	20	100	0	Operator's license required
1418	S			3	Driving under restraint

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
1419	60	15	75	0	Vehicle license and registration required
1420	S			3M	Driving without current driver's license
MOTORCYCLES – PART 15					
1502(1)	60	15	75	3	Too many occupants on motorcycle
1502(2)	60	15	75	3	Rider failed to ride astride on motorcycle.
1502(3)	60	15	75	3	Carrying articles on motorcycle which prevents rider from keeping both hands on handlebars.
1502(3)	60	15	75	3	Interfered with motorcycle operator.
1502(4.5)					Under 18 – wearing helmet
1503(4)	80	20	100	3	Operator shall not overtake/pass in same lane.
1503(3)	80	20	100	3	Shall not operate between lanes of traffic or between lines of vehicles.
1503(4)	80	20	100	3	Operated more than two cycles abreast.
1504	80	20	100	3	Attached or clinging to another vehicle.
SCHOOL BUSES – PART 1					
1903(1)(a)				6M	Failure to stop for school bus with flashing red lights.
1903(2)(c)	60	15	75	2	School bus failed to use flashing lights.
1903(2)(b)(I)	60	15	75	2	School bus failed to extend stop signal.
1903(5)	60	15	75	2	School bus driver failed to comply with bus law.

Exhibit A

In the event no penalty is provided for below, the provisions of C. R. S. 42-4-1701(4)(a)(I) and 42-2-127 shall apply.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
GENERALLY – PART 1					
106(5)(a)(II)	80	20	100	0	Failure to comply with snow tire or chain requirements.
107	60	15	75	3	Disobeyed police officer or firefighter.
109(2)	60	15	75	0	Rider failed to ride astride motorized bike.
109(3)	60	15	75	0	Too many occupants on motorized bike.
109(4)	60	15	75	0	Rider clinging to vehicle.
109(5)	60	15	75	0	Failed to ride motorized bike on right side of road.
109(6)	60	15	75	0	Riders of motorized bike rode more than two abreast on road.
109(9)	60	15	75	M	Riding snowmobiles/skis/sleds/roller-skates/skateboards on roadway.
109(14)	60	15	75	M	Skating and skateboarding prohibited on Colorado River Pedestrian Bridge.
EQUIPMENT – PART 2					
201(1)	80	20	100	0	Too many occupants in front seat.
201(2)	80	20	100	0	Allowing passenger to ride in dangerous manner.
201(3)	80	20	100	0	Driving vehicle with television screen in front seat.
201(4)	80	20	100	0	Obstructed view through required glass equipment.
201(5)	80	20	100	0	Interfering with driver.
201(6)	80	20	100	0	Rode vehicle where not designated for passenger.
202(1)	80	20	100	2	Operated Unsafe vehicle without required equipment.
204(1)	60	15	75	2	Drove without headlamps on (visibility less than 1000').
205(1)	60	15	75	0	Vehicle with improper headlights.
205(2)	60	15	75	0	Motorcycle with no/too many headlights.
205(3)	60	15	75	0	Height of headlamps failed to meet requirements.
206(1)	60	15	75	0	Vehicle with defective, improper or no taillights.
206(3)	60	15	75	0	No license plate light.
206(4)	60	15	75	0	1958 or newer vehicle failed to have two reflectors as required.
209	60	15	75	0	Lamp or flag required on projecting load.
217 (1)(a)	80	20	100	2	Fail to dim lights approaching.
217(1)(b)	80	20	100	2	Fail to dim lights following.
219	60	15	75	0	Used more than four lights when prohibited.
223(1)(a)	60	15	75	2	Vehicle did not have adequate brakes.
224(1)	60	15	75	0	Operated vehicle without horn as required.
224(3)	60	15	75	0	Bicycle or motorized bicycle with siren or whistle.
224(4)	60	15	75	0	Snow removal equipment shall display flashing yellow lights.
224(5)(a)	80	20	100	0	Vehicles exercise due care approaching/overtaking passing snow-removal equipment.
224(5)(b)	60	15	75	0	Snowplow driver exempt for violations relating to Parking/standing/backing/yielding right of way.
225(1)	80	20	100	0	Vehicle shall be equipped with adequate muffler.
226(1)	80	20	100	0	Vehicle shall be equipped with adequate mirrors.
226(2)	80	20	100	0	Side mirrors required when rear view obstructed.
227(1)(a)	80	20	100	0	Certain materials prohibited on windows.
227(1)(d)	80	20	100	0	No metallic or mirrored appearance on windows.
227(2)	80	20	100	0	No windshield wipers.
228(5)(a)	80	20	100	0	Vehicles shall be equipped with tires in safe operating condition.
231	60	10	75	0	Vehicle being driven with park lights.
232(1)	80	20	100	0	Driver/passenger operated/rode motorcycle without eye-protection.
232(3)	80	20	100	0	Carrying passengers without footrests.
236(2)(a)	120	30	150	0	Fail to use child restraint system.
237(2)	120	30	150	0	Driver failed to use seat belt.
SIZE – WEIGHT – LOAD – PART 5					
501	S			0M	Operated oversize, overweight vehicle without permit.
502(1)	S			M	Width of vehicle exceeded one hundred two inches (102") overall.
502(3)	S			M	Vehicle had unlawful chains, rope or dragging chain.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
503	S			M	Unlawful load on passenger vehicle.
504(1)	S			M	Height of vehicle exceeded 14'6" on designated road.
504(2)	S			M	Vehicle exceeded 45' overall length.
504(4)	S			0M	Combination of vehicles exceeded 4 units or 75' overall.
506(1)	S			0M	Tow bar or chain exceed 15'.
506(2)	S			0M	No white flag or cloth on tow rope/chain.
506(3)	S			0M	No safety chain or insufficient chain.
SIGNALS – SIGNS - MARKINGS – PART 6					
603(1)	120	30	150	4	Failed to observe/disregarded traffic control device.
604(1)(a)(I)	120	30	150	4	Failed to yield to pedestrian at controlled intersection.
604(1)(a)(II)	120	30	150	4	Disobeyed green turn arrow.
604(1)(c)(I)	120	30	150	4	Disobeyed red light.
604(1)(c)(I)(A)	120	30	150	3	Fail to yield to pedestrian/vehicle when turning right on red light.
604(1)(c)(I)(A)	120	30	150	4	Made right turn on red light where prohibited.
604(1)(c)(III)	120	30	150	4	Disobeyed red turn arrow signal.
604(1)(e)	80	20	100	4	Violation of lane direction control device.
605(1)(a)	120	30	150	4	Failed to obey flashing red light.
606(1)	80	20	100	0	Displayed unofficial traffic control sign/device/unauthorized sign/traffic sign/signal.
607	S			0M	Interfering with official traffic control device.
608(1)(2)	60	15	75	2	Failure to have signal lights.
609	60	15	75	2	Improper hand signals.
610	60	15	75	0	Unauthorized insignia.
611(2)	S			0M	Misuse of distress flag.
RIGHTS – OF – WAY – PART 7					
701(1)	80	20	100	4	Failed to yield to vehicle on right.
702	80	20	100	3	Failed to yield when making left turn.
703(3)	120	30	150	4	Failed to obey stop sign.
703(3)	120	30	150	3	Failed to yield after stop sign.
703(4)	120	30	150	4	Failed to yield after yield sign.
704	120	30	150	3	Failed to yield entering roadway from private drive.
705	120	30	150	4	Failed to yield to emergency vehicle.
706(1)(a)	60	15	75	4	Failed to obey RR crossing.
707(1)				4M	Certain vehicles stop at RR crossing.
708(1)	60	15	75	0	Moving heavy equipment at RR crossing.
709	120	30	150	3	Stopped, obstructing intersection or RR crossing.
710(1)	120	30	150	4	Failed to yield to pedestrian when emerging from alley/driveway.
710(2)	120	30	150	3	Failed to yield to pedestrian when entering alley, street or sidewalk.
711	60	15	75	3	Drove vehicle improperly on mountain highway.
712	120	30	150	3	Didn't yield right-of-way to authorized vehicle or pedestrian in highway construction/maintenance work area
PEDESTRIANS RIGHTS & DUTIES – PART 8					
801(1)	60	15	75	0	Pedestrian failed to obey traffic signal.
802(1)	120	30	150	4	Driver fails to yield to pedestrian at uncontrolled intersection.
802(3)	60	15	75	0	Pedestrian suddenly enters or jumps into path of vehicle.
802(4)	60	15	75	3	Driver (same direction) overtakes vehicle yield to pedestrian.
802(5)(a)	120	30	150	3	Failure to yield to pedestrian in a controlled intersection.
803(3)	60	15	75	0	Pedestrian crossing outside of crosswalk (jaywalking)
805(2)	60	15	75	0	Soliciting rides on highway.
805(3)	60	15	75	0	Intoxicated pedestrian in roadway.
805(6)	60	15	75	0	Soliciting rides in other than permitted areas.
805(7)	60	15	75	0	Picking up pedestrians on roadway.
806	80	20	100	3	Drove through safety zone.
807	80	20	100	4	Fail to use due care and give warning to pedestrian on roadway.
808	80	20	100	6	Fail to yield to Person wholly/partially disabled.
TURNING – STOPPING – PART 9					
901(1)(a)	80	20	100	3	Improper right turn.
901(1)(b)	80	20	100	3	Improper left turn.
901(1)(c)	80	20	100	3	Failed to use left turn lane when turning left.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
902(1)	80	20	100	3	Made U-turn on hill or grade.
902(2)	80	20	100	3	Made turn in front of approaching traffic.
902(3)	80	20	100	3	Made U-turn where prohibited.
903(1)	60	15	75	2	Fail to signal for turn.
903(2)	60	15	75	2	Failed to signal or gave improper signal.
903(3)	60	15	75	2	Fail to signal for stop.
903(4)	60	15	75	2	Unlawful use of flashing turn signal.
DRIVING – OVERTAKING – PASSING – PART 10					
1001(1)	60	15	75	4	Drove on wrong side of road.
1002	80	20	100	4	Fail to pass to right of on-coming traffic.
1003(1)(a)	80	20	100	4	Improper passing (overtaking vehicle on left).
1003(1)(b)	80	20	100	4	Fail to give enough room – overtaking bicyclist on the left.
1003(1)(c)	80	20	100	4	Fail to give way when being passed.
1004	80	20	100	4	Improper passing overtaking vehicle on right).
1005(1)	80	20	100	4	Passed on left when left not clear of traffic.
1005(3)	120	30	150	4	Passed on double yellow/no passing lane.
1006(1)	120	30	150	3	Drove wrong way on one-way street.
1006(1)	60	15	75	3	Drove wrong way on one-way alley.
1006(2)	120	30	150	3	Drove vehicle wrong way around rotary island.
1007(1)(a)	80	20	100	3	Fail to drive in single lane (weaving).
1007(1)(a)	80	20	100	3	Made unsafe lane change.
1007(1)(b)	80	20	100	4	Passed on shoulder on right of vehicle in right-hand land.
1007(1)(c)	60	15	75	4	Fail to obey land direction control device.
1008(1)	80	20	100	4	Following too closely.
1009(1)	60	15	75	3	Coasting vehicle out of gear.
1009(2)	60	15	75	3	Coasting commercial vehicle out of gear.
1010(1)	120	30	150	4	Drove wrong side of divided highway.
1010(1)	60	15	75	4	Unlawful cross median.
1010(2)	60	15	75	4	Improper enter freeway.
1011	120	30	150	3	Unlawful use of runaway ramp.
SPEED REGULATIONS – PART 11 (NOTE: Speeding in a school zone fine x 2)					
1101	40	10	50	0	1 to 4 over (all)
1101	60	15	75	1	5 to 9 over (all)
1101	120	30	150	4	10 to 19 over (all)
1101	200	50	250	6	20 to 24 over (all)
1101	S			6M	25 to 39 over (all)
1101	S			12M	40 or more over (all)
1101	120	30	150	4	Speeding (10-14 over limit in commercial vehicle).
1101(3)	120	30	150	3	Too fast for conditions (due care)
1103(1)	60	15	75	3	Impeding normal flow of traffic.
1105(1)	S			12M	Speed contest.
PARKING – PART 12					
1201	80	20	100	3	Unsafe move from parked position.
1203	S			M	Storing, parking, or leaving inoperable, dismantled, or other such vehicle prohibited.
1204(1)(a)	32	8	40	0	Parked on sidewalk
1204(1)(b)	32	8	40	0	Parked in intersection.
1204(1)(c)	32	8	40	0	Parked in crosswalk.
1204(1)(d)	32	8	40	0	Parked in safety zone.
1204(1)(e)	32	8	40	0	Parked alongside/opposite excavation or obstruction obstructing traffic.
1204(1)(f)	32	8	40	0	Double parked.
1204(1)(g)	32	8	40	0	Parked on bridge or within tunnel.
1204(1)(h)	32	8	40	0	Parked on railroad tracks.
1204(1)(i)	32	8	40	0	Parked on controlled-access highway.
1204(1)(j)	32	8	40	0	Parked in area between roadways of divided highway including crossovers.
1204(1)(k)	32	8	40	0	Parked where prohibited by sign.
1204(2)(a)	32	8	40	0	Parked within 5' of public/private driveway.
1204(2)(b)	40	10	50	0	Parked within 15' of fire hydrant.
1204(2)(c)	32	8	40	0	Parked within 20' of crosswalk at intersection.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
1204(2)(d)	32	8	40	0	Parked within 30' of traffic control signal.
1204(2)(e)	32	8	40	0	Parked within 20' of fire station driveway.
1204(2)(f)	32	8	40	0	Parked where signs prohibit standing.
1204(3)(a)	32	8	40	0	Parked within 50' of railroad crossing.
1204(3)(b)	32	8	40	0	Parked where restricted by sign.
1204(6)	32	8	40	0	Parking obstructing traffic or maintenance prohibited.
1204(7) Downtown	32	8	40	0	Obedience to stopping, standing, or parking restriction and prohibition signs.
1204(10)(c)	32	8	40	0	Parking in alley prohibited except for expeditious loading and unloading.
PARKING METHODS – PART 12 CONTINUED					
1205(1)	32	8	40	0	Parked more than 12" from curb/parked on wrong side of street.
1205(2)	32	8	40	0	Parked more than 12" from curb/one-way streets.
1205(3)	32	8	40	0	Failed to angle park where marked.
1206	60	15	75	0	Illegal unattended vehicle.
1205(5)(a)	S			0	Vehicle parked on roadway to sell vehicle.
1205(5)(b)	S			0	Greasing, painting, or repairing vehicle on roadway (except for emergencies)
1205(5)(c)	S			0	Vehicle parked on roadway to display advertising.
1205(6)	S			0	Parking of certain vehicles for more than two hours prohibited; parking of construction equipment without a permit prohibited.
1207	32	8	40	0	Opened/left open door into path of traffic.
HANDICAP/DISABILITY PARKING – PART 12 CONTINUED					
1208(3)(a)	100	25	125	0	Handicap parking.
1208(6)(g)(I)	100	25	125	0	Non-disabled person used disability placard/license plate of disabled person.
BACKING – PART 12 CONTINUED					
1211	80	20	100	2	Unsafe backing
ELECTRIC VEHICLE CHARGING STATION PARKING – PART 12 CONTINUED					
1213	100	25	125	0	Parking in electric motor vehicle charging stations.
OTHER OFFENSES – PART 14					
1401	S			8M	Reckless driving.
1402	S			4M	Careless driving.
1403	60	15	75	3	Following or parking too close to fire apparatus.
1404	60	15	75	0	Crossing fire hose.
1405	60	15	75	0	Riding in trailer.
1406(1)	120	30	150	0	Littering highway.
1406(2)	120	30	150	0	Dropping lighted or burning material on roadway.
1406(3)	60	15	75	0	Wrecker operator failed to remove litter after tow.
1407	S			0M	Spilling or leaking loads on street or highway.
1408(4)(a)	S			0	Unlawful to fail to obey all traffic signs in parklands.
1408(4)(b)	S			0	Unlawful to park or drive on lawns, fields, or any other place other than roadways and parking areas in parklands.
1409(3)	S			4M	Failed to present immediate evidence of compulsory insurance.
1411	60	15	75	0	Driver shall not wear earphones while driving.
1412(1)	60	15	75	0	Bike failed to obey traffic laws.
1412(3)	60	15	75	0	Too many occupants on bike.
1412(4)	60	15	75	0	Bike rider clinging to vehicle.
1412(5)	60	15	75	0	Bike failed to ride on right side of road.
1412(6)	60	15	75	0	Riders rode more than two abreast on road.
1412(7)	60	15	75	0	Rider failed to keep at least one hand on handlebar.
1412(8)(a)	60	15	75	0	Bike made improper left turn.
1412(9)(a)	60	15	75	0	Bike failed to signal turn.
1412(10)(a)	60	15	75	0	Bike failed to yield right-of-way to pedestrian on sidewalk.
1412(10)(b)	60	15	75	0	Rode bike on sidewalk where prohibited.
1412(11)(a)	60	15	75	0	Illegal parking of bike.
1412(11)(b)	60	15	75	0	Bike parked obstructing pedestrian traffic.
1413	S			12M	Eluding/attempting to elude police officer.
MOTORCYCLES – PART 15					
1502(1)	60	15	75	3	Too many occupants on motorcycle
1502(2)	60	15	75	3	Rider failed to ride astride on motorcycle.

MODEL TRAFFIC CODE CITE	FINE (in Dollars)			PTS	TRAFFIC REGULATION OFFENSE
	FINE	SUR- CHARGE	TOTAL		
1502(3)	60	15	75	3	Carrying articles on motorcycle which prevents rider from keeping both hands on handlebars.
1502(3)	60	15	75	3	Interfered with motorcycle operator.
1502(4.5)					Under 18 – wearing helmet
1503(4)	80	20	100	3	Operator shall not overtake/pass in same lane.
1503(3)	80	20	100	3	Shall not operate between lanes of traffic or between lines of vehicles.
1503(4)	80	20	100	3	Operated more than two cycles abreast.
1504	80	20	100	3	Attached or clinging to another vehicle.
SCHOOL BUSES – PART 1					
1903(1)(a)				6M	Failure to stop for school bus with flashing red lights.
1903(2)(c)	60	15	75	2	School bus failed to use flashing lights.
1903(2)(b)(I)	60	15	75	2	School bus failed to extend stop signal.
1903(5)	60	15	75	2	School bus driver failed to comply with bus law.



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Ordinance 2024-04; Amend Section 100.010.040 Declare Graffiti a Nuisance (Second Reading)
Action Requested:	Approval on Second Reading
Department:	Police Department
Presented By:	Joseph Deras, Karl Hanlon
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life
Background Info:	Code enforcement requested a code amendment to address unwanted graffiti on private property that is not being removed.
Issues:	The existing nuisance code provides proper notice and opportunity for property owners to address conditions that have been declared nuisances, as well as City authority to abate such conditions if not addressed by the owner. Adding graffiti to this list will give the City additional enforcement authority to address this growing issue.
Fiscal Impact:	N/A
Legal Review:	Drafted by legal.
Staff Recommendation:	Approval on Second Reading

ORDINANCE NO. 04

Series of 2024

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 100.010.040 TO DECLARE GRAFFITI A NUISANCE AND PROVIDE FOR ITS ABATEMENT.

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

WHEREAS, section 100.010.040 of the Glenwood Springs Municipal Code declares and regulates nuisances on property in the City which shall be abated pursuant to section 100.010.050 of the Code; and

WHEREAS, the City has experienced an increase in the occurrence of graffiti on public and private property; and

WHEREAS, the City Council finds and declares that it is necessary for the preservation of health and safety of the City and its residents to declare graffiti a nuisance and provide for its abatement.

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

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

Section 2. Section 100.010.040 is hereby amended as follows, with double underlined text added and strike through language deleted:

100.010.040 Certain conditions declared nuisances.

- (a) Garbage, junk, refuse, trash, noxious and non-noxious weeds and property maintenance standards. Any of the conditions which are prohibited by the provisions of Section 100.010.030 are hereby declared to be a nuisance.
- (b) Toilets and garbage containers. Any unclean, leaking, foul, unsafe or dangerous, defective or filthy drain, privy, toilet, ditch, tank or gutter or any leaking or broken garbage container for waste products hereby is declared to be a nuisance.
- (c) Adoption of common law and state law nuisance. In all cases where no provision is made defining nuisances in this Code or by City ordinance, those offenses which are known to the common law of the land and the statutes of the State as nuisances may, in case the same exist within the City or within one (1) mile of the corporate

limits of the City, be treated as such and proceeded against as provided in this article or in accordance with any other provision of law.

- (d) Graffiti. The unauthorized inscription, word, sign, symbol, marking, design, figure or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, engraved on or otherwise affixed to any surface of public or private property, including but not limited to buildings, structures, fixtures, sidewalks or other improvements, whether permanent or temporary, by any graffiti implement, and which is visible from the City's public right-of-way, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise deemed a public nuisance by the City Council.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 21 DAY OF MARCH 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS ____ DAY OF
_____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Ordinance 2024-05; Amend Section 120.040.020 Model Traffic Code License and Registration Enforcement (Second Reading)
Action Requested:	Approval on Second Reading
Department:	Police Department
Presented By:	Joseph Deras, Karl Hanlon
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life
Background Info:	The City has adopted the Model Traffic Code, which does not provide for vehicle and driver licensing and registration violations.
Issues:	Municipalities are authorized to adopt local amendments to the Model Traffic Code. The Police Department has proposed these local amendments to provide for enforcement of vehicle and driver licensing and registration violations.
Fiscal Impact:	N/A
Legal Review:	Drafted by legal.
Staff Recommendation:	Approval on Second Reading.

ORDINANCE NO. 05

Series of 2024

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 120.040.020 TO PROVIDE FOR THE ENFORCEMENT OF VEHICLE REGISTRATION AND LICENSURE LAWS AND DRIVER LICENSURE LAWS.

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

WHEREAS, section 120.040.020 of the Glenwood Springs Municipal Code provides for local amendments to the Model Traffic Code as adopted in section 120.040.010; and

WHEREAS, Model Traffic Code does not provide for the enforcement of state laws governing vehicle licensing and registration or driver licensing; and

WHEREAS, the City Council finds and declares that it is necessary for the preservation of health and safety of the City and its residents to provide for the local enforcement of vehicle licensing and registration and driver licensing.

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

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

Section 2. Section 120.040.020 is hereby amended as follows, with double underlined text added and ~~strike through~~ language deleted:

120.040.020 - Additions, deletions, or modifications to Model Traffic Code.

(20) Part 14 of the Model Traffic Code is hereby amended by the addition of Section 1419 to read as follows:

“Section 1419. Expired license plates/improper use of title or registration.”

- (1) Pursuant to State Law, § 42-3-114, C.R.S., as amended, every vehicle registration issued by the State of Colorado shall expire on the last day of the month at the end of each twelve-month registration period and shall be renewed, upon application of the owner, by the payment of the fees required by law not later than the last day of the month following the date of expiration. No license plates other than those of the registration period to which

they pertain shall be displayed on a motor vehicle operating on any street or highway within the City.

- (2) No person shall lend to or knowingly permit the use by one not entitled thereto any certificate of title, registration card, or registration number plate issued to the person so lending or permitting the use thereof.
- (3) A violation of this section is a class 1 misdemeanor.

(21) Part 14 of the Model Traffic Code is hereby amended by the addition of Section 1420 to read as follows:

Section 1420. Driving without a current driver's license.

- (1) No person shall drive any motor vehicle upon a street, road or highway within the City unless such person has been issued a currently valid driver's or minor driver's license or an instruction permit by a State Department of Motor Vehicles.
- (2) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall drive a type or general class of motor vehicle upon a street, road or highway within the City for which such person has not been issued the correct type or general class of license or permit.
- (3) No person who has been issued a currently valid driver's or minor driver's license or an instruction permit shall operate a motor vehicle upon a street, road or highway within the City without having such license or permit in such person's immediate possession.
- (4) A charge of a violation of subsection (4) of this section shall be dismissed by the court if the defendant elects not to pay the penalty assessment and, at or before the defendant's scheduled court appearance, exhibits to the court a currently valid driver's or minor driver's license issued to such person or an officially issued duplicate thereof if the original was lost, stolen or destroyed; provided that such currently valid driver's license or minor driver's license shall also have been valid on the date the defendant was issued the citation.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY THIS
___ DAY OF MARCH 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS ____ DAY OF
_____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Arts and Culture Board Appointment

Action Requested: Arts and Culture Board Appointment

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: **Councilor Kaup and Mayor Pro Tem Dehm Recommendation**
Appoint James Larson to a regular seat on the Arts and Culture Board with a term to expire April 2027.

Vacancies

- Two regular seats with terms from March 2024 through March 2027.

Applicant

- James Larson, a city resident, was interviewed and recommended for appointment.

Composition of the Arts and Culture Board

- 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.

Issues: None.

Fiscal Impact: None.

Legal Review: None.

Staff Recommendation: Staff defers to City Council.

[View results](#)

Respondent

18

Anonymous

12:32

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 *

James Larson

3. Home Address *

[REDACTED]

4. Mailing Address *

same

5. Home Phone *

[REDACTED]

6. Work Phone *

[REDACTED]

7. Mobile Phone *

[REDACTED]

8. Email Address *

[REDACTED]

9. Occupation *

Communications and Marketing Director

Personal and Professional Interests

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

I'm sure everyone answers, "because I love the Arts," but it's true. I moved here from a large city where getting involved with a any art and culture organization board was next to impossible without high up connections. I would love to get involved to help support and grow the arts in Glenwood Springs.

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

Since I work for the libraries, I would really like to form some partnerships with the Arts and Culture Board. We can provide funding, space and resources.

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

I do

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

Most recently, working with Annie at the Art Guild for events cosponsored with the library

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

Our libraries periodically survey our patrons. One major decision within the past couple of years was to expand our open hours based on the feedback from patrons. We decided to open earlier and keep the branches open certain days until 8pm, and we opened on Sundays.

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 can

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

I am available most evenings and weekends. I occasionally may have conflicts due to work and grad school, but that would be rare.

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

I am already on the Historic Preservation Commission and want to expand my opportunities for getting more involved in the city.

18. Please select today's date. *

1/23/2024



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

☒ No

☐ Yes

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

(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)

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
April 4, 2024

Agenda Item: Financial Advisory Board Appointments

Action Requested: Financial Advisory Board Appointments

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**
Appoint Ken Murphy to the vacant Tourism seat on the Financial Advisory Board with a term expiring February 2026. Appoint Christina Conley to a regular seat on the Board with an expiration of February 2027.

Applicants

Ken Murphy and Chrisina Conley, city residents, were interviewed by Councilor Schachter and deemed eligible for appointment to the Board.

Vacancies

Current Vacancies

- One regular Tourism seat with a term expiring February 2026
- One regular seat with a term expiring February 2027

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

12

Anonymous

19:43

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 *

Christina Conley

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 *

Manager, Financial Planning and Analysis

Personal and Professional Interests

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

I am interested in serving on the FAB as a way to be involved in the community where I live on a board that I feel my talents are best suited. I have been looking toward volunteering my time and this is a great opportunity.

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

If selected as a member, I would be a dependable, prepared, and engaged member going through that day's agenda relying on my expertise in finance and accounting.

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

I see the purpose as being a sounding board or additional resource for council and staff related to budget and financial responsibility. The board has an important role in assessing grant applications and providing recommendations on the recipients as well.

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

I have been in the accounting and finance space for 15 years with a Bachelors in both. I have spent most of those years in the energy sector from one end of working for a corporate SEC regulated company to a cooperative governed by an elected board of directors. I have worked on budgets and financials throughout my career.

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

I am aware the meetings are once a month for what looks like an hour and a half. I can make these meetings and will be able to prepare outside of the meetings for the upcoming agenda.

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

I do not have a specific purpose other than wanting to be engaged at a local level and see Glenwood Springs prosper.

16. Please select today's date. *

1/26/2024



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

☒ No

☐ Yes

Powers and Duties of the Financial Advisory Board

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

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

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

February:

Finance Advisory Board;

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

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

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

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

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

[View results](#)

Respondent

13

Anonymous

42:36

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 *

Ken Murphy

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 *

Business owner

Personal and Professional Interests

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

As a board member, I can contribute my financial expertise and insights as a local business owner to help shape the city's financial policies and decisions. I would like to be involved in recommendations that can directly impact the city's budget, investments, and economic development. By participating in financial discussions and planning, I can play a vital role in improving the city's financial health and community well being. Understanding that our city has unique challenges and opportunities, and hopefully my involvement can make a meaningful difference.

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

As a board member I am an advocate for responsible financial management, transparency, and accountability within the local government. I also am very aware that as a board we make recommendations not policy !

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

Reviewing Policies and Procedures related to the city's finances. Making recommendations for Financial Improvement based on financial considerations, the board hopefully evaluates programs, proposals, and long-term consequences requested by the city council and staff. To make appropriate recommendations to improve financial management and decision-making. Annually review the city's investment policy and suggests any necessary changes to the city council when required. On an annual basis, we examine the comprehensive annual financial report and budget. We also analyze the city's overall financial health and provide suggestions for improvement. In summary, the board has a role in shaping the city's financial landscape, promoting responsible practices, and contributing to the well-being of the community.

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

As a business owner my ability to think strategically and envision the long-term direction of an organization. Having managed day-to-day operations of a business, I understand the practical aspects of running a business and coordinating operational efficiency, process improvement, and resource allocation. I understand financial analysis, budgeting, financial forecasting, and investment decisions. I can provide problem-solving skills, adaptability, and resilience it takes to own and operate a business that can help the board navigate complex issues and find innovative solutions. I have served on numerous boards on a local and state level and understand that strong teamwork, active listening, and an open mind is the key to a successful board. Again as stated prior, I am very aware that as a board we make recommendations not policy !

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

I can commit to the present meeting commitments of the Board

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

I have participated on a variety of City boards and commissions a number of years back. I am currently a board member for Valley View Hospital and hold a gubernatorial appointment to the Colorado Tourism Board. I feel that the city is at a crossroads at the moment and my historical perspective as a resident, business owner, parent and my current board memberships can help.

16. Please select today's date. *

3/4/2024



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

☐ No

☒ Yes

Reappointment Applicants

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

My historical and new perspectives since sitting on the board many years ago.

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

Yes many years ago, I actually was on this board for three terms and actually chaired the board. The boards roles and responsibilities have slightly changed since my involvement.

Powers and Duties of the Financial Advisory Board

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

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

Appointment, Removal, Term and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

February:

Finance Advisory Board;

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

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

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

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

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

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
April 4, 2024

Agenda Item: Proclamation: Gary Tillotson

Action Requested: Give Chief a hero's send off!

Department: City Administration

Presented By: Steve Boyd

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

Background Info: Chief Tillotson has been a member of the Glenwood Springs Fire Department for 32 years. He has been Chief for the last 13 years. He is retiring on April 5th.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation:



PROCLAMATION

Honoring Fire Chief Gary Tillotson

WHEREAS, **Fire Chief Gary Tillotson** started his career as a full-time volunteer firefighter in Granby, Colorado in 1976, and rose the ranks to lead as the department's fire chief for five years; and

WHEREAS, he ultimately served twenty years with the Granby Fire Department including two years overlapping with his start with the Glenwood Springs Fire Department; and

WHEREAS, **Chief Tillotson** began his tenure in Glenwood Springs in 1992, first as a firefighter EMT (emergency medical technician), and was promoted to fire captain (now called battalion chief) during his first 19 years with the Glenwood Springs Fire Department, and was eventually appointed as fire chief in May 2011; and

WHEREAS, **Chief Tillotson** been pivotal in ensuring the safety and well-being of our community including the estimated 16,000 full-time residents and daytime population of over 21,000 in the 72 square mile response area of the Glenwood Springs Rural Fire Protection District; and

WHEREAS, **Chief Tillotson** has served Glenwood Springs and the region through thousands of emergency incidents and events including the South Canyon Fire, Coal Seam Fire, Grand Avenue Bridge project, Lake Christine Fire, the COVID-19 pandemic, the Grizzly Creek Fire, train crashes, airplane crashes, debris flows, interstate closures, and beyond; and

WHEREAS, in 2024, the community will celebrate a new Emergency Response Plan through his astute wisdom and guidance; and

WHEREAS, **Chief Tillotson** has tirelessly cultivated a strong fire department team and fostered a safe, supportive, and professional work environment; and

WHEREAS, **Chief Tillotson** has honorably performed his duties with unwavering dedication, professionalism, and excellence for fifty years including thirty-two years with the City of Glenwood Springs;

AND WHEREAS, the loyal service of **Chief Tillotson** has positioned Glenwood Springs for a resilient future and made significant positive impact on the community through his exceptional leadership and guidance of our city.

THEREFORE BE IT RESOLVED, I, Ingrid Wussow, Mayor of Glenwood Springs in the State of Colorado, do hereby recognize and express our sincere appreciation to **Fire Chief Gary Tillotson** for his long-standing commitment to serving our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Glenwood Springs, Colorado to be affixed, this 4th day of April, in the year 2024.

Ingrid Wussow, Mayor of the City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Update on 27th Street Underpass

Action Requested: Update on project status.

Department: City Administration

Presented By:

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

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 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 will provide an update on meetings with FHWA

Issues: None at this time.

Fiscal Impact: None at this time.

Legal Review: None at this time.

Staff Recommendation: Staff Update.

Glenwood Springs – Main Office

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

Aspen

0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

DATE: March 29, 2024

TO: Glenwood Springs Mayor and Council

FROM: Karp Neu Hanlon, P.C.

RE: Habitat for Humanity Memorandum of Understanding Amendment and approval of the Eighth and Midland Transfer

Pursuant to the Memorandum of Understanding (“MOU”) by in between the City and Habitat for Humanity (“Habitat”), the parties agreed to the development of two properties as affordable housing. Those two properties were located at 8th Street and Midland and on Airport Road generally referred to as the Iddings parcel (the “Airport Road Project” in the MOU.

Habitat investigated the development of both parcels for affordable housing. This included robust public outreach events along with technical review of soils and survey. Ultimately, Habitat moved forward with a development proposal for the 8th and Midland parcel. The project received final approval by the Planning Commission on June 27, 2023. As to the Iddings parcel, Habitat determined that due to soils and other site constraints the property was not economically viable for affordable housing.

Council is being asked to take two actions related to the MOU. First, is a simple amendment to acknowledge that the Iddings parcel is no longer being considered for affordable housing development pursuant to the MOU. Second, is approval of the transfer of the 8th and Midland property to Habitat as required by the terms of the MOU.

Attached for your reference is the first amendment to the MOU and the special warranty deed transferring the parcel to Habitat. Also included for background information is a complete copy of the January 30, 2023, MOU including all exhibits. Exhibit F to the MOU is the deed restriction which Council previously negotiated restricting the use and sale of units on the 8th and Midland site and which will be recorded against each unit in the development.

Staff is recommending approval.

EXECUTION VERSION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 30th day of January, 2023 by and between the City of Glenwood Springs, a Colorado home rule municipality (the "City") and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation engaged in the production of affordable workforce housing ("Habitat").

RECITALS

- A. In response to the City's Request for Proposals to develop affordable workforce housing projects on City-owned property (RFP—2022—01P), Habitat submitted a proposal ("Proposal") to develop eight (8) condominium units on the City's land at the intersection of 8th Street and Midland Avenue in Glenwood Springs (the "8th & Midland Project") and up to twelve (12) units on the City's land on Airport Road in Glenwood Springs (the "Airport Road Project"). After review of the proposal, the City Council selected Habitat to be its "Development Partner" and invited Habitat to prepare, submit and process applications for Minor Site/Architectural Plan Review for each Project.
- B. Habitat and the City desire to set forth herein the terms, conditions and procedures by which Habitat will seek Project approvals and, upon receiving such approvals, undertake to develop each site, construct approved residential structures and other improvements, select qualified initial buyers, sell completed units to such buyers and record necessary condominium/townhome and homeowners association documents, as well as an appropriate declaration of affordable housing deed restrictions.
- C. While respecting the City's land use and design approval process and the authority of the City Council to approve or deny applications for approval, the Parties shall cooperate and collaborate in the review process in order to design the Projects to satisfy the City's development standards and the affordable workforce housing objectives of each Party, as described in the Proposal, to wit: to provide permanently deed restricted ownership housing to low and moderate income families and individuals who live and work in the City of Glenwood Springs.

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

1. Land Use and Permit Approval Process.

- a. Minor Site/Architectural Plan Review. Both Project Sites are currently zoned to permit the proposed developments. Pursuant to the provisions of section 070.060 of the City's Land Use Code, Habitat will work with the City's Planning Director and staff to prepare, submit and process applications for preliminary and final approval of site plans and preliminary architectural designs for the 8th & Midland and Airport Road Projects, which will include a public design charrette to be organized, noticed and conducted by Habitat, at a time and location acceptable to the City, prior to the submission of the applications.

- b. Schedule. A preliminary schedule for the approval and development process is attached hereto as Exhibit "A".
- c. City Obligations. In order to assist Habitat in the preparation of site plans for each Project, the City hereby authorizes Habitat to obtain a survey of each Project Site and to arrange for a soils and geologic analysis of each Project Site. Habitat shall order and supervise such work and the City shall reimburse Habitat for its costs within thirty (30) days of a fully submitted land use application. The City shall also be responsible for any improvements that may be required to the 8th Street and Midland Avenue intersection including lengthening the turn lane from the access road to the 8th & Midland Site onto 8th Street.
- d. Specific Habitat Requirements. In addition to satisfying the requirements of the City's Land Use Code and Engineering Standards applicable to each Project, Habitat, as developer, shall be responsible for the following:
 - (1) Providing adequate traffic reports for each Project Site.
 - (2) Providing a drainage report for each Project Site.
 - (3) Providing an easement for utilities along Airport Road, in a form and substance acceptable to the City, on the Townhome Plat for the Airport Road Project.

2. Conveyance of Project Sites.

- a. Timing. Upon obtaining all approvals for development of both Projects, but prior to the issuance of building permits, the City shall convey, by General Warranty Deed, fee simple title to the Project Sites (as described on Exhibits "B" and "C") to Habitat, free and clear of all liens and encumbrances except those that are acceptable to Habitat. The consideration for each Project Site is \$10.00 to be paid upon conveyance.
- b. Condition of Title/Title Insurance. In order to confirm title and to determine the acceptability of liens and encumbrances burdening the Project Sites, the City shall provide Habitat with a title commitment for each Project Site with an insured value of \$500,000. The Commitments shall be delivered to Habitat within twenty (20) days after the date hereof. Habitat shall have fifteen (15) days from receipt of the Commitment to provide written notice of any unacceptable title conditions. If no notice is provided, Habitat shall be deemed to have accepted the condition of title. If notice of any unacceptable title condition is provided, the City shall undertake to cure or resolve the condition to the reasonable satisfaction of Habitat within thirty (30) days after receipt of such notice. If the unacceptable title conditions are not resolved within such time, Habitat may terminate this MOU, in writing, whereupon both Parties shall be released from any further obligations hereunder. Within a reasonable time after conveyance of the Project Sites to Habitat, as provided above, the City shall provide policies of Title Insurance in the amount of \$500,000 per Project Site subject only to those title conditions acceptable to Habitat.

- b. **Qualified Income.** The maximum household income for qualified buyers in the 8th & Midland Project, and seventy five percent (75%) of the qualified buyers in the Airport Road Project, is eighty percent (80%) of the Area Median Income for a four (4) person household. The maximum household income for the remaining twenty five percent (25%) of the qualified buyers in the Airport Road Project is one hundred percent (100%) of the Area Median Income for a four (4) person household.
- c. **Employment.** Buyers must be employed at the time of purchase, on a fulltime basis as that term is defined in the City's regulations, within the Glenwood Springs City limits or within the 81601 Zip code, with priority for buyers employed in Glenwood Springs, as provided in paragraph 6.a, above. After acquisition, each Owner must continue to be employed on a fulltime basis within the Roaring Fork Valley from and including Glenwood Springs to and including Aspen or the Colorado River Valley from Glenwood Springs to and including Parachute ("Habitat for Humanity's service area").
- d. **Initial Target Sale Prices.** Habitat expects that the initial average price of the 8th & Midland condominiums will be \$250,000 and that the initial average price of units in the Airport Road Project will be \$325,000. Habitat reserves the right to adjust the initial target prices as needed.
- e. **Buyer Financing.** Habitat shall arrange for buyer financing with lenders and on terms reasonably acceptable to the City.
- f. **Deed Restriction.** In order to assure long-term affordability of the units constructed and sold within each Project, the initial sale and resale of all such units will be subject to a Declaration of Deed Restriction in the forms attached hereto as Exhibits "F" and "G".

7. **Miscellaneous Provisions.**

- a. **Notices.** All Notices and communication provided hereunder shall be addressed as follows:

Habitat for Humanity of the Roaring Fork Valley, Inc.:	53 Calaway Court Glenwood Springs, CO 81601
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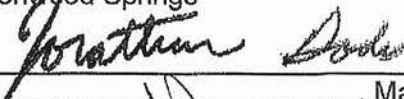
City of Glenwood Springs:	101 W 8th Street Glenwood Springs, CO 81601
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- b. **Termination.** Habitat shall be entitled to terminate this MOU if it determines, in its judgement, that the cost of the Projects, including site development costs, are excessive and will result in a funding gap that is unacceptable.
- c. **Assignment.** Habitat shall be entitled to assign its rights and obligations under this MOU to a Colorado limited liability company owned or controlled by Habitat.

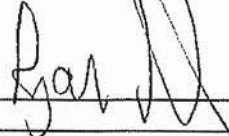
- d. Colorado Law. This MOU shall be construed and/or interpreted in accordance with Colorado law.
- e. Litigation. In the event of litigation regarding this MOU, venue shall be in the district court in and for Garfield County, Colorado. The prevailing party in any such litigation shall be entitled to an award of its costs and reasonable attorney's fees.

Executed in duplicate originals, the date and year above first written.

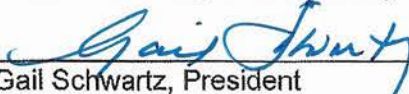
City of Glenwood Springs

By , Mayor

Attest:

By , City Clerk

Habitat for Humanity of the Roaring Fork Valley, Inc.

By 
Gail Schwartz, President

LIST OF EXHIBITS

EXHIBIT "A"

Preliminary schedule for the development approval process

EXHIBIT "B"

8th & Midland Project Site
Map and legal description

EXHIBIT "C"

Airport Road Project Site
Map and legal description

EXHIBIT "D"

Development Fees

EXHIBIT "E"

Draft Memorandum of Understanding
City Employee Units

EXHIBIT "F"

Form of Declaration of Master Deed Restriction—8th & Midland Project

EXHIBIT "G"

Form of Declaration of Master Deed Restriction—Airport Road Project

EXHIBIT "A"

Preliminary schedule for the development approval process

Milestone	SubTasks	Duration	Start Date	End Date	Notes
PreDevelopment	Win RFQ for Land	122	3/1/22	7/1/22	
	Open House + Charrettes	45	9/1/22	11/1/22	
	Incorporate feedback into design	30	11/1/2022	12/1/2022	
	Development sub-committee	5	12/1/2022	12/6/2022	Habitats Dev Committee review & approve designs
	Preliminary Site Plans	45	12/6/2022	1/20/2023	
	Habitat Bd Approval	5	1/20/2023	1/25/2023	
	City of Glenwood Springs Review Site Architectural Plan Review				
	Pre-application meeting	30			could also be 10/18 Submit materials at least 10 days before pre-app
	Minor Site/Architectural Plan Review	112	10/4/2022	1/24/2023	Typical process is w/P&Z; could be called up by CC. For 1/24 meeting, submittal deadline 11/29/22
	Final Plans Review	56	1/24/2023	3/21/2023	Could be combined with Site/Arch Review - tradeoffs
	Building permit review	56	3/21/2023	5/16/2023	Review will depend on current workload; 6-8 weeks a safe bet
	Design Refinement and MEP Plans				
	Townhouse Design	60	5/16/2023	7/15/2023	
	Condo Design	60	3/21/2023	5/20/2023	
	MEP Plans	45	5/20/2023	7/4/2023	
Infrastructure	Ground Breaking	15	5/16/2023	5/16/2023	
	Site preparation (Grading, excavation, utilities)	80	5/16/2023	8/4/2023	Both Properties, Could be completed in a shorter time if we use two different contractors for the two lots.
	Utility Work-Electric, H2O, Sewer	30	8/4/2023	9/3/2023	Pre Ordering all materials will be essential to minimize any delay. As well as partnering with electric utility to start schedule earlier than expected.
	Concrete (e.g., foundations, sidewalks)	45	8/4/2023	9/18/2023	Ideally foundations should be poured and ready before Framers are done at Wapiti. Framers could be ready 11/8/23
	Townhomes @ Iddings				
	Framing of initial unit(s)	20	9/18/2023	10/8/2023	The Start Date for the townhomes will need to be before the Condos unless soils preclude

Milestone	SubTasks	Duration	Start Date	End Date	Notes
	Trades (plumbing, electrical, HVAC)	35	10/8/2023	11/12/2023	The townhome schedule will be multiplied by however many townhomes we decide to build, this will push back the condo schedule at 8th Street
	Finishing (drywall, cabinets, fixtures, etc.)	35	11/12/2023	12/17/2023	
	Contingency	30	12/17/2023	1/16/2024	
Condo @8th & Midland					
	Framing of initial units	45	11/2/2023	12/17/2023	
	Trades (plumbing, electrical, HVAC)	50	12/17/2023	2/5/2024	
	Finishing (drywall, cabinets, fixtures, etc.)	55	2/5/2024	3/31/2024	
	Contingency	45	3/31/2024	5/15/2024	
	mapping and recording with CCR	1	2/26/2024	2/27/2024	
Move-In (estimated)					
First Townhome Complete		105	1/16/2024	4/30/24	Target dates are from BID
	Condo Building complete	138	5/15/2024	9/30/2024	Target dates are from BID

EXHIBIT "B"

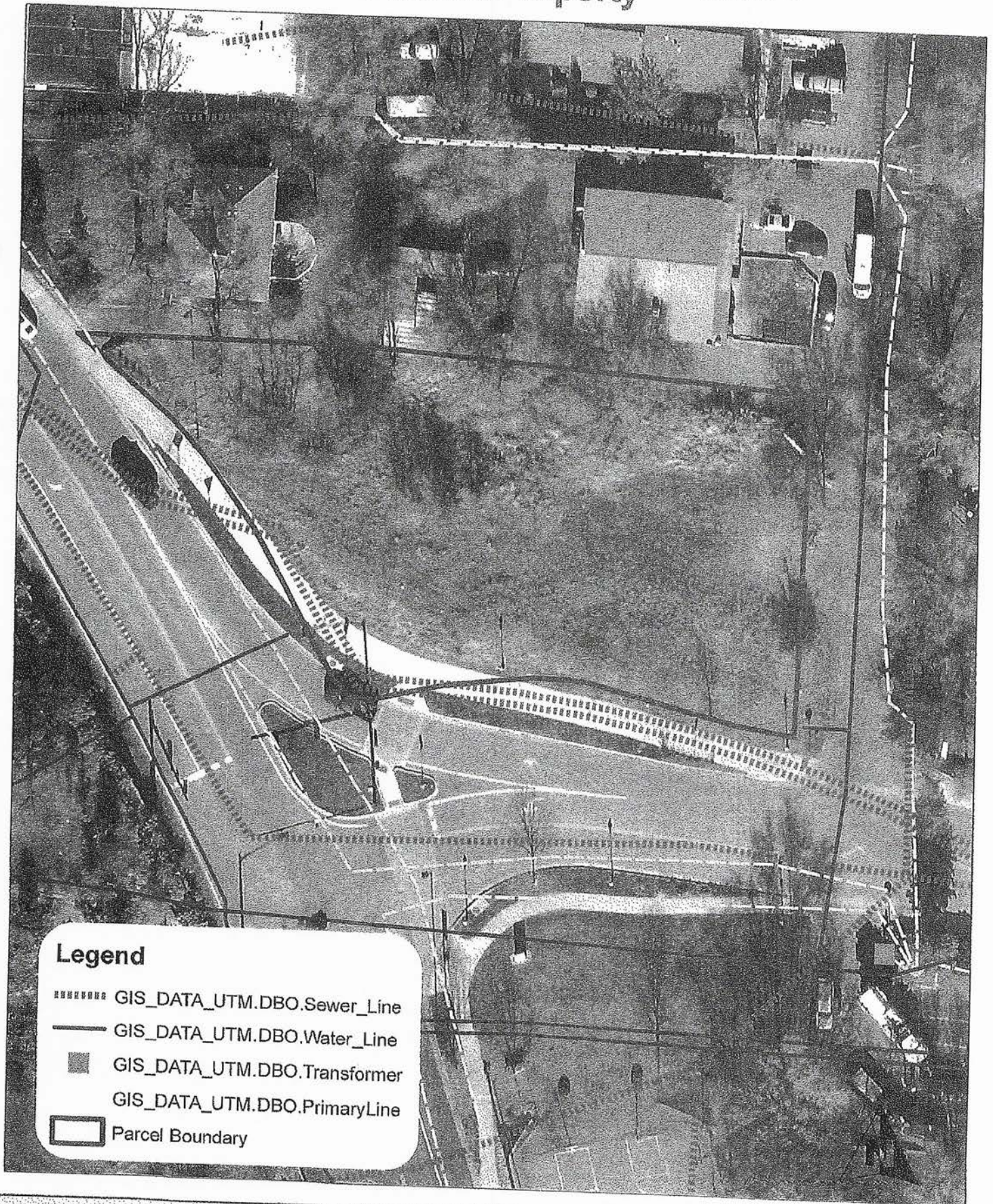
8th & Midland Project

A TRACT OF LAND SITUATE IN THE NE1/4SW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SURVEY MONUMENT AT THE INTERSECTION,
OF CENTERLINES OF EXTENSION OF EIGHTH STREET,
AS SHOWN BY ROAD VIEWERS REPORT AND MAP ATTACHED THERETO,
FILED APRIL 1, 1890, IN ROAD BOOK 1 AT PAGE 116 AS RECEPTION NO. 10214,
AND MIDLAND AVE., IN THE CITY OF GLENWOOD SPRINGS, BEARS S09°58'57"E OF 81.45 FEET,
ALSO WHENCE THE MONUMENT AT THE NW CORNER OF SAID NE1/4SW1/4 BEARS N56°12'14"W, 622.56
FEET,
WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE TO A BEARING OF N88°28'W ON THE,
CENTERLINE OF SAID EXTENSION OF EIGHTH STREET;
THENCE S83°09'00"E, 186.28 FEET TO THE WESTERLY LINE OF EXISTING COWDIN DRIVE;
THENCE N01°20'00"E, 120.78 FEET ALONG SAID WESTERLY LINE;
THENCE N85°31'00"W, 165.73 FEET;
THENCE N87°23'00"W, 92.20 FEET;
THENCE S31°01'00"E, 135.00 FEET TO THE POINT OF BEGINNING,
COUNTY OF GARFIELD, STATE OF COLORADO.

8th Street Property

EXHIBIT "B"



This is not a survey. Boundaries shown are an approximation for general reference only.

0 0.002 0.004 0.008 0.012 0.016
Miles

EXHIBIT "C"

Airport Road Project

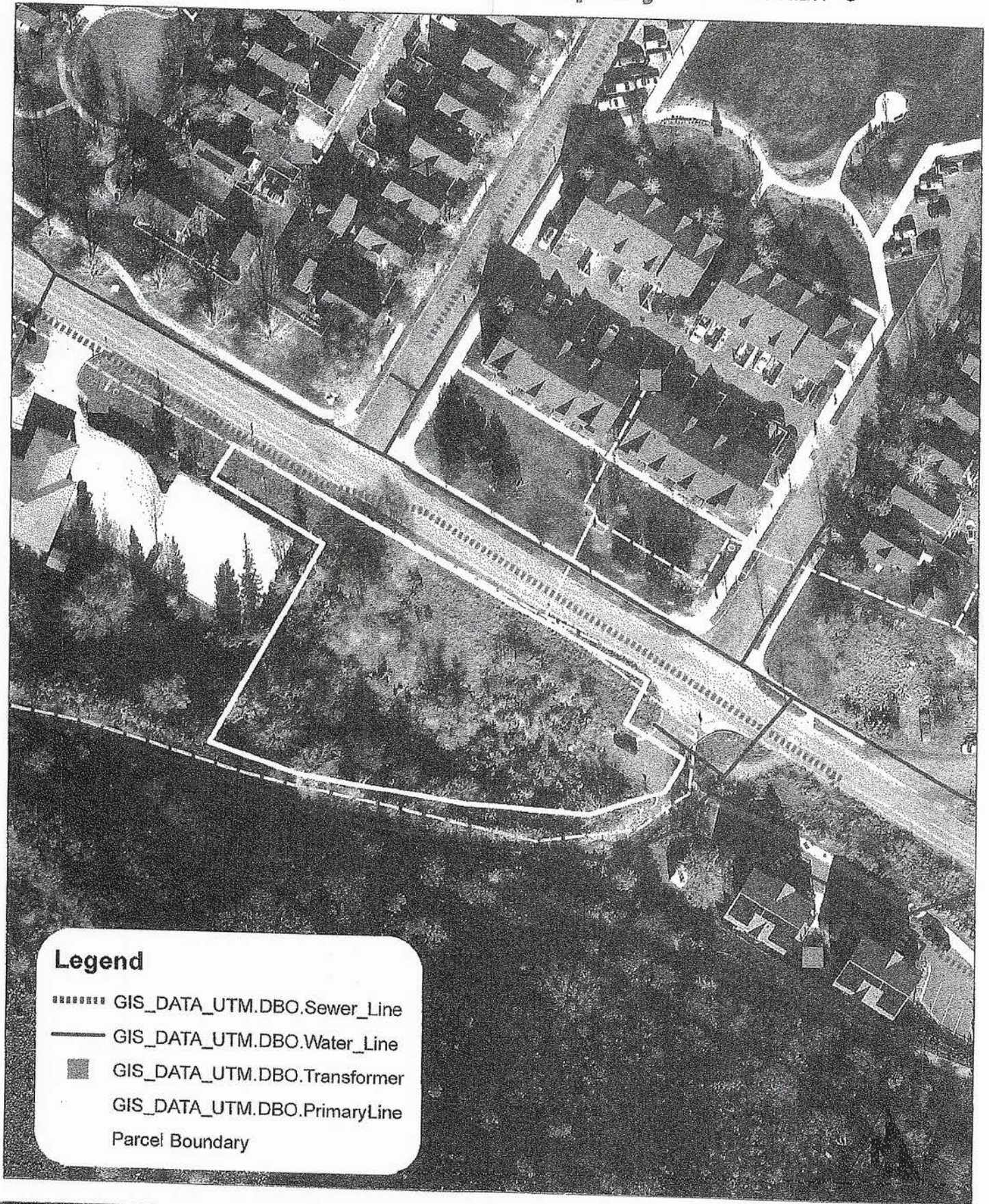
A PARCEL OF LAND SITUATED IN THE NE1/4NW1/4 OF SECTION 27.
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
BEGINNING AT A POINT WHENCE THE NORTH QUARTER CORNER OF SAID SECTION.
BEARS N41°45'E, 1395 FEET;
THENCE S28°47'W, 50 FEET;
THENCE S61°13'E, 300 FEET;
THENCE N29°47'E, 50 FEET;
THENCE N61°13'W, 300 FEET.
TO THE PLACE OF BEGINNING.
COUNTY OF GARFIELD, STATE OF COLORADO.

LESS AND EXCEPT THAT PARCEL OF LAND.
DESCRIBED IN DEED RECORDED APRIL 16, 2002 IN BOOK 1346
AT PAGE 674.
COUNTY OF GARFIELD, STATE OF COLORADO.

TOGETHER WITH THAT PARCEL OF LAND.
DESCRIBED IN DEED RECORDED APRIL 16, 2002 IN BOOK 1346
AT PAGE 673.
COUNTY OF GARFIELD, STATE OF COLORADO.

Airport Road Property

EXHIBIT "C"



This is not a survey. Boundaries shown are an approximation for general reference only.

EXHIBIT "D"

GLENWOOD SPRINGS DEVELOPMENT FEES

	Airport Road	8th/Midland	Total Project
Fire Impact Fee	\$ 19,250.00	\$ 7,425.00	\$ 26,675.00
System Improvement Fee	\$ 155,190.98	\$ 46,025.21	\$ 201,216.19
Parkland dedication fee-in-lieu	\$ 57,748.00	\$ 44,548.46	\$ 102,296.46
School land dedication fee	\$ 23,589.72	\$ 13,479.84	\$ 37,069.56
Building permit fees	\$ 38,620.31	\$ 19,129.69	\$ 57,750.00
TOTAL			\$ 425,007.21

EXHIBIT "E"
Draft Memorandum of Understanding
City Employee Units

MEMORANDUM OF UNDERSTANDING
_____ PROJECT
EMPLOYEE UNITS

This Memorandum of Understanding is made this _____ day of _____, 2022, by and between Habitat for Humanity of the Roaring Fork Valley, Inc. (HFH RFV) and the City Council of Glenwood Springs, Colorado (City). HFH RFV and the City agree as follows:

1. Whereas HFH RFV has received good and valuable consideration from the City and hereby agrees to designate _____ (_____) homes in the _____ Project in Glenwood Springs, CO, developed by HFH RFV, to be sold to and occupied by qualified employees of the City and their families subject to the provisions of this MOU. For purposes of this MOU, a City Homebuyer shall be a household in which at least one member is a full-time employee of the City with a combined household gross income at 80% Area Median Income (AMI) or below, with preference to employment in Glenwood Springs, CO.
2. During Habitat's homeowner selection process, the Homeowner Selection Committee and HFH RFV staff will evaluate each applicant's qualification against the selection criteria of housing need, ability to pay, willingness to partner, and residency. HFH RFV agrees to grant priority to the City applicants who meet the qualification criteria and income requirements for _____ outlined above for _____ (_____) homes.
3. Upon selection of a City Homebuyer, HFH RFV shall notify the City's Human Resources Department of the name of the employee to confirm the employee is in good standing with the City. Upon closing of any home sold to such Homebuyer, HFH RFV shall notify the City of the completion of the sale.
4. All the terms of the Deed Restriction Agreement for the Occupancy and Resale of _____ units (Deed Restriction Agreement) shall apply to and remain in force for any home owned by a City Homebuyer.
5. If at any time the City Homebuyer decides to sell their home, or are in default, HFH RFV can exercise their rights under the Deed Restriction Agreement's "Right of First Refusal". HFH RFV shall follow their procedure of selecting another qualified homeowner, shall notify the City, and give priority to the City applicants if presented in the selection pool.
6. At such time as the City employee ceases to be employed by the City for any reason, and therefore that employee's family is no longer a City Homeowner as defined above, the City shall notify HFH RFV as soon as practical. HFH RFV shall then make a reasonable effort to prioritize the resale of the next _____ home that becomes available, that is not subject to a similar employer priority, to be available for a City Homebuyer. HFH RFV

shall make a reasonable, good faith effort to ensure that there are _____ (_____) homes in _____ that are owned and occupied by qualified City Homebuyers.

7. In the event that a sale or default of a City Homeowner triggers HFH RFV's rights under the "Right of First Refusal" and HFH RFV does not intend to exercise its rights, HFH RFV will assign that "Right of First Refusal" to the City.

8. HFH RFV shall manage the process for resale of a home owned by a City Homeowner, or new resale of another home to be dedicated to a City Homebuyer through their standard homeowner selection process. However, if the City determines they wish to change the process for selecting an applicant to a lottery or some other procedure, then a separate Memorandum of Understanding between HFH RFV and the City shall be required to outline the different selection process. The criteria for households to earn at or below 80% AMI and preferably work in Glenwood Springs, CO shall remain the same. The terms of the Deed Restriction Agreement shall also remain in effect.

9. All Notices and communication provided hereunder shall be addressed as follows:

Habitat for Humanity of the Roaring Fork Valley, Inc.:	53 Calaway Court Glenwood Springs, CO 81601
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City of Glenwood Springs, CO:	101 W 8th Street Glenwood Springs, CO 81601
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10. This Memorandum of Understanding will remain in effect unless terminated by the mutual written Agreement of the Parties.

The parties hereby execute this Memorandum of Understanding on the date written above.

Habitat for Humanity of the Roaring Fork Valley, Inc.

By _____
Gail Schwartz, President

City Council of Glenwood Springs, Colorado

By _____

EXHIBIT "F"
Form of Declaration of Master Deed Restriction
8th & Midland Project

**DECLARATION OF MASTER DEED RESTRICTION
FOR THE OCCUPANCY AND RESALE OF UNITS
IN THE EIGHTH & MIDLAND PROJECT**

THIS DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN _____ AND _____ (the "Deed Restriction" or "Deed Restrictions") is made, established and created this _____ day of _____, 20____, by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HFH-RFV"), a Colorado not-for-profit corporation, 53 Calaway Court, Glenwood Springs, CO 81601 as the owner and developer of the 8th & Midland Project in Glenwood Springs, CO.

RECITALS

A. HFH-RFV is the current owner of the real property described on Exhibit "A" which is referred to herein as the "Property". HFH-RFV desires and intends by this Declaration to establish Deed Restrictions which will insure that the Property is utilized permanently in accordance with the basic principles of HFH-RFV and the needs of the community;

B. HFH-RFV intends to restrict the acquisition or transfer of the Condominium and Townhome Units constructed on the Property to "Qualified Buyers" as that term is defined in this Deed Restriction. Such Condominium Units are described on the Condominium Map of Eighth & Midland recorded on _____, 20____, as Reception number _____ in the Garfield County records (collectively the "Units" and individually a "Unit"). In addition, this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which a Unit may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of a Unit. Finally, by this Deed Restriction, HFH-RFV restricts the Property and the Units against use and occupancy inconsistent with this Deed Restriction.

C. "Qualified Buyers" are natural persons meeting the Homeowner Selection Process Criteria of HFH-RFV ("Selection Criteria") as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Units as their sole place of residence, not to engage in any business activity in the Units, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Units for use in a trade or business. The Selection Criteria will include and describe Buyer priorities and maximum income limits.

D. An "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and who executes and records a Memorandum of Acceptance in the form attached here as Exhibit "C", it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in a Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

DECLARATION

HFH-RFV hereby declares that the Property and all Units constructed thereon shall at all times be owned, held, used and conveyed subject to the following terms, provisions, conditions and restrictions:

1. The ownership, use and occupancy of the Property and the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.
2. An Owner, in connection with the purchase of a Unit, must: a) occupy such Unit as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in such Unit, other than permitted in that zone district, applicable ordinance or any covenants restricting use of the Unit;

- c) sell or otherwise transfer such Unit only in accordance with this Deed Restriction; d) not sell or otherwise transfer such Unit for use in a trade or business; e) not permit any use or occupancy of a Unit except in compliance with this Deed Restriction.
3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit.
 4. This Deed Restriction shall constitute a covenant running with all Units, as a burden thereon, for the benefit of, and shall be specifically enforceable by the HFH-RFV or, in the event that HFH-RFV ceases to exist or function, by Habitat for Humanity International and their respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.
 5. In the event that an Owner desires to sell its Unit, the Owner shall notify HFH-RFV, which shall then proceed to find a Qualified Buyer for a Unit in conformity with its then existing Family Selection process and criteria or at its sole discretion, HFH-RFV may purchase the Unit itself for the Maximum Resale Price. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.

MAXIMUM RESALE PRICE

6. In no event shall any Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:
 - a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of the Owner's notice of intent to sell, or the date upon which a requirement for the Owner to sell is first applicable (prorated at the rate of .25% for each whole month for any part of a year).
 - b. the amount based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement or Closing Disclosure, multiplied by the Consumer Price Index current at the date of Owner's intent to sell, or the date upon which a requirement for the Owner to sell is first applicable. In no event shall the multiplier be less than one (1).

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH-RFV THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

7. Determining Maximum Resale Price:
 - a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed \$5,000.00. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.
 - b. Permitted Capital Improvements shall not include any changes or additions to a Unit made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted

Capital Improvements shall not be included in HFH-RFV's listed purchase price, even if made or installed during original construction.

- c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH-RFV the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:
 - 1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
 - 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and
 - 3) True and correct copies of any building permit or certificate of occupancy required to be issued by the City of Rifle Building Department with respect to the Permitted Capital Improvements.
- d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH-RFV of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).
- e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:
 - 1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH-RFV.
 - 2) That the work was done under supervision of a qualified certified tradesperson for the work that was done by the Owner.
8. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.
9. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Unit shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s). The following shall apply to all Non-Qualified Transferees:
 - a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of a Unit to a Qualified Buyer and shall execute any and all documents necessary to do so; and
 - b. Non-Qualified Transferee(s) agree not to: 1) occupy a Unit; 2) rent all or any part of a Unit, except in strict compliance with Paragraph 12 thereto; 3) engage in any other business activity on or in a Unit; 4) sell or otherwise transfer a Unit except in accordance with this Deed Restriction; or 5) sell or otherwise transfer a Unit for use in a trade or business.

- c. HFH-RFV or its successors, as applicable, shall have the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.
- d. Where the provisions of this Paragraph 9 apply, HFH-RFV may require a Non-Qualified Transferee to rent a Unit in accordance with the provisions of Paragraph 15, below.

OWNER RESIDENCE AND EMPLOYMENT

- 10. Units shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Homeowner Selection process. Only two adults shall occupy the residence, unless an exception is specifically granted by HFH-RFV.
- 11. In the event Owner changes domicile or ceases to utilize its Unit as his sole and exclusive place of residence, the Unit will be offered for sale pursuant to the provisions of Paragraph 5 of this Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside of the Roaring Fork Valley from and including Glenwood Springs to and including Basalt or the Colorado River Valley from Glenwood Springs to and including Rifle, or by not residing in the Unit. Where the provisions of this Paragraph 11 apply, HFH-RFV may require the Owner to rent its Unit in accordance with the provisions of Paragraph 12, below.

RENTAL

- 12. Owner may not, except with prior written approval of HFH-RFV, and subject to HFH-RFV's conditions of approval, rent its Unit for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner's Association, if applicable, and HFH-RFV in accordance with its Homeowner Selection Criteria. HFH-RFV shall not approve any rental if such rental is for a period of less than six (6) months or is being made by Owner to utilize its Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HFH-RFV prior to occupancy by any tenant. Any such lease approved by HFH-RFV shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner's name, plus an additional twenty dollars (\$20) and a reasonable (refundable) security deposit.

The requirements of this paragraph shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided the Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

- 13. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH-RFV TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF A UNIT, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE HFH-RFV TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

BREACH

14. In the event that HFH-RFV has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HFH-RFV, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.
15. HFH-RFV, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HFH-RFV Board of Directors within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HFH-RFV, the decision of HFH-RFV based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

REMEDIES

16. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.
17. In the event a Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.
18. In the event that the Owner fails to cure any breach, HFH-RFV may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of a Unit by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
19. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HFH-RFV's initial listed purchase price of a Unit as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HFH-RFV, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.

FORECLOSURE

20. If any Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HFH-RFV shall have the option to acquire such Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by HFH-RFV of written notice from such person or entity of the acquisition of such Unit in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Unit. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Unit, only Qualified Buyers may acquire an interest in a Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Unit is not a Qualified Buyer and acquires an interest in such Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 17 shall apply. It is the intent of HFH-RFV that the terms and provisions of this provision shall remain in full force and effect with respect to the Units until modified, amended or terminated in accordance with paragraph 32 hereof.

Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HFH-RFV does not exercise its option to purchase as provided in this paragraph, then HFH-RFV agrees to release the Unit from the requirements of this Deed Restriction.

GENERAL PROVISIONS

21. Memorandum of Acceptance. As a condition of the acquisition of a Unit, the purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit "C".
22. Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Deed Restriction.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To HFH-RFV: 53 Calaway Ct.
 Glenwood Springs, CO 81601

To Owner: at the address set forth in the Memorandum of Acceptance

23. Exhibits. All exhibits attached hereto (Exhibits "A", "B" and "C") are incorporated herein and by this reference made a part hereof.
24. Severability. Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.
25. Choice of Law. This Deed Restriction and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
26. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors and assigns of the parties.
27. Section Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
28. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Deed Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
29. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

EXHIBIT "A"

Legal Description

A TRACT OF LAND SITUATE IN THE NE1/4SW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SURVEY MONUMENT AT THE INTERSECTION,
OF CENTERLINES OF EXTENSION OF EIGHTH STREET,
AS SHOWN BY ROAD VIEWERS REPORT AND MAP ATTACHED THERETO,
FILED APRIL 1, 1890, IN ROAD BOOK 1 AT PAGE 116 AS RECEPTION NO. 10214,
AND MIDLAND AVE., IN THE CITY OF GLENWOOD SPRINGS, BEARS S09°58'57"E OF 81.45 FEET,
ALSO WHENCE THE MONUMENT AT THE NW CORNER OF SAID NE1/4SW1/4 BEARS N56°12'14"W, 622.56
FEET,
WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE TO A BEARING OF N88°28'W ON THE,
CENTERLINE OF SAID EXTENSION OF EIGHTH STREET;
THENCE S83°09'00"E, 186.28 FEET TO THE WESTERLY LINE OF EXISTING COWDIN DRIVE;
THENCE N01°20'00"E, 120.78 FEET ALONG SAID WESTERLY LINE;
THENCE N85°31'00"W, 165.73 FEET;
THENCE N87°23'00"W, 92.20 FEET;
THENCE S31°01'00"E, 135.00 FEET TO THE POINT OF BEGINNING,
COUNTY OF GARFIELD, STATE OF COLORADO.

EXHIBIT "B"

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety protection devices;
 - e. Improvements to add and/or finish permanent/fixed storage space; and/or
 - f. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Deed Restriction shall **NOT** include the following:
 - a. Landscaping;
 - b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
 - c. The cost of adding decks and balconies, and any extension thereto;
 - d. Jacuzzis, saunas, steam showers and other similar items;
 - e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
 - f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
3. All Permitted Capital Improvement items and costs shall be approved by HFH-RFV staff prior to being added to the Maximum Resale Price as defined herein.

Exhibit "C"

Memorandum of Acceptance

EXHIBIT "C"

MEMORANDUM OF ACCEPTANCE
DECLARATION OF MASTER DEED RESTRICTION
PROJECT
GLENWOOD SPRINGS, COLORADO

RECITALS

A. _____, the Buyer, is purchasing from _____, Seller, at the price of \$ _____ a _____ unit in the _____ Project in Glenwood Springs, CO, according to the _____ Map and _____ Declaration recorded on _____, 20____ at Reception Numbers _____ and _____, in the records of the County of Garfield, State of Colorado (the "Property"); and

B. The Property is subject to the Declaration of Master Deed Restriction recorded on _____, 20____ as Reception No. _____, in the records of the County of Garfield, State of Colorado (the "Deed Restriction"); and

C. It is a requirement of the Deed Restriction that prior to the delivery of a deed conveying the Property, the Buyer shall execute a Memorandum of Acceptance evidencing Buyer's acknowledgment and agreement to the terms, conditions, limitations, restrictions, and uses set forth in the Deed Restriction.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to comply with the Deed Restriction, the Buyer:

1. Acknowledges that the undersigned Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning it, and fully understands it.

2. Hereby accepts and agrees to be bound by the Deed Restriction, in its entirety, including all exhibits, as the same is defined herein and as it is recorded in the Garfield County records as set forth herein, with the following changes and/or additions:

- a. That the closing of Buyer's acquisition of the Property occurred on _____;
- b. The purchase price that Buyer is paying for the Property is \$ _____;
- c. That any notice to the Buyer as required by the Deed Restriction should be sent to:

3. Hereby directs that this Memorandum be placed of record in the real estate records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned Buyer has executed this Memorandum of Acceptance on the date set forth opposite their signature.

Date: _____

Printed Name: _____

Printed Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing document was acknowledged before me this _____ day of _____ 202____, by
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____
My address is: _____

EXHIBIT "G"
Form of Declaration of Master Deed Restriction
Airport Road Project

**DECLARATION OF MASTER DEED RESTRICTION
FOR THE OCCUPANCY AND RESALE OF UNITS
IN THE AIRPORT ROAD PROJECT**

THIS DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN _____ AND _____ (the "Deed Restriction" or "Deed Restrictions") is made, established and created this _____ day of _____, 20____, by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HFH-RFV"), a Colorado not-for-profit corporation, 53 Calaway Court, Glenwood Springs, CO 81601 as the owner and developer of the Airport Road Project in Glenwood Springs, CO.

RECITALS

A. HFH-RFV is the current owner of the real property described on Exhibit "A" which is referred to herein as the "Property". HFH-RFV desires and intends by this Declaration to establish Deed Restrictions which will insure that the Property is utilized permanently in accordance with the basic principles of HFH-RFV and the needs of the community;

B. HFH-RFV intends to restrict the acquisition or transfer of the Condominium and Townhome Units constructed on the Property to "Qualified Buyers" as that term is defined in this Deed Restriction. Such Condominium Units are described on the Condominium Map of the Airport Road Project recorded on _____, 20____, as Reception number _____ in the Garfield County records (collectively the "Units" and individually a "Unit"). In addition, this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which a Unit may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of a Unit. Finally, by this Deed Restriction, HFH-RFV restricts the Property and the Units against use and occupancy inconsistent with this Deed Restriction.

C. "Qualified Buyers" are natural persons meeting the Homeowner Selection Process Criteria of HFH-RFV ("Selection Criteria") as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Units as their sole place of residence, not to engage in any business activity in the Units, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Units for use in a trade or business. The Selection Criteria will include and describe Buyer priorities and maximum income limits.

D. An "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and who executes and records a Memorandum of Acceptance in the form attached here as Exhibit "C", it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in a Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

DECLARATION

HFH-RFV hereby declares that the Property and all Units constructed thereon shall at all times be owned, held, used and conveyed subject to the following terms, provisions, conditions and restrictions:

1. The ownership, use and occupancy of the Property and the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.
2. An Owner, in connection with the purchase of a Unit, must: a) occupy such Unit as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in such Unit, other than permitted in that zone district, applicable ordinance or any covenants restricting use of the Unit;

c) sell or otherwise transfer such Unit only in accordance with this Deed Restriction; d) not sell or otherwise transfer such Unit for use in a trade or business; e) not permit any use or occupancy of a Unit except in compliance with this Deed Restriction.

3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit.
4. This Deed Restriction shall constitute a covenant running with all Units, as a burden thereon, for the benefit of, and shall be specifically enforceable by the HFH-RFV or, in the event that HFH-RFV ceases to exist or function, by Habitat for Humanity International and their respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.
5. In the event that an Owner desires to sell its Unit, the Owner shall notify HFH-RFV, which shall then proceed to find a Qualified Buyer for a Unit in conformity with its then existing Family Selection process and criteria or at its sole discretion, HFH-RFV may purchase the Unit itself for the Maximum Resale Price. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.

MAXIMUM RESALE PRICE

6. In no event shall any Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:
 - a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of the Owner's notice of intent to sell, or the date upon which a requirement for the Owner to sell is first applicable (prorated at the rate of .25% for each whole month for any part of a year).
 - b. the amount based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement or Closing Disclosure, multiplied by the Consumer Price Index current at the date of Owner's intent to sell, or the date upon which a requirement for the Owner to sell is first applicable. In no event shall the multiplier be less than one (1).

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH-RFV THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

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 - a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed \$5,000.00. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.
 - b. Permitted Capital Improvements shall not include any changes or additions to a Unit made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted

Capital Improvements shall not be included in HFH-RFV's listed purchase price, even if made or installed during original construction.

- c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH-RFV the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:
 - 1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
 - 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and
 - 3) True and correct copies of any building permit or certificate of occupancy required to be issued by the City of Rifle Building Department with respect to the Permitted Capital Improvements.
- d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH-RFV of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).
- e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:
 - 1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH-RFV.
 - 2) That the work was done under supervision of a qualified certified tradesperson for the work that was done by the Owner.
8. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.
9. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Unit shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s). The following shall apply to all Non-Qualified Transferees:
 - a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of a Unit to a Qualified Buyer and shall execute any and all documents necessary to do so; and
 - b. Non-Qualified Transferee(s) agree not to: 1) occupy a Unit; 2) rent all or any part of a Unit, except in strict compliance with Paragraph 12 thereto; 3) engage in any other business activity on or in a Unit; 4) sell or otherwise transfer a Unit except in accordance with this Deed Restriction; or 5) sell or otherwise transfer a Unit for use in a trade or business.

- c. HFH-RFV or its successors, as applicable, shall have the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.
- d. Where the provisions of this Paragraph 9 apply, HFH-RFV may require a Non-Qualified Transferee to rent a Unit in accordance with the provisions of Paragraph 15, below.

OWNER RESIDENCE AND EMPLOYMENT

- 10. Units shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Homeowner Selection process. Only two adults shall occupy the residence, unless an exception is specifically granted by HFH-RFV.
- 11. In the event Owner changes domicile or ceases to utilize its Unit as his sole and exclusive place of residence, the Unit will be offered for sale pursuant to the provisions of Paragraph 5 of this Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside of the Roaring Fork Valley from and including Glenwood Springs to and including Basalt or the Colorado River Valley from Glenwood Springs to and including Rifle, or by not residing in the Unit. Where the provisions of this Paragraph 11 apply, HFH-RFV may require the Owner to rent its Unit in accordance with the provisions of Paragraph 12, below.

RENTAL

- 12. Owner may not, except with prior written approval of HFH-RFV, and subject to HFH-RFV's conditions of approval, rent its Unit for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner's Association, if applicable, and HFH-RFV in accordance with its Homeowner Selection Criteria. HFH-RFV shall not approve any rental if such rental is for a period of less than six (6) months or is being made by Owner to utilize its Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HFH-RFV prior to occupancy by any tenant. Any such lease approved by HFH-RFV shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner's name, plus an additional twenty dollars (\$20) and a reasonable (refundable) security deposit.

The requirements of this paragraph shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided the Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

- 13. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH-RFV TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF A UNIT, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE HFH-RFV TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

BREACH

14. In the event that HFH-RFV has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HFH-RFV, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.
15. HFH-RFV, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HFH-RFV Board of Directors within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HFH-RFV, the decision of HFH-RFV based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

REMEDIES

16. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.
17. In the event a Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.
18. In the event that the Owner fails to cure any breach, HFH-RFV may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of a Unit by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
19. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HFH-RFV's initial listed purchase price of a Unit as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HFH-RFV, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.

FORECLOSURE

20. If any Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HFH-RFV shall have the option to acquire such Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by HFH-RFV of written notice from such person or entity of the acquisition of such Unit in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Unit. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Unit, only Qualified Buyers may acquire an interest in a Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Unit is not a Qualified Buyer and acquires an interest in such Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 17 shall apply. It is the intent of HFH-RFV that the terms and provisions of this provision shall remain in full force and effect with respect to the Units until modified, amended or terminated in accordance with paragraph 32 hereof.

Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HFH-RFV does not exercise its option to purchase as provided in this paragraph, then HFH-RFV agrees to release the Unit from the requirements of this Deed Restriction.

GENERAL PROVISIONS

21. Memorandum of Acceptance. As a condition of the acquisition of a Unit, the purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit "C".
22. Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Deed Restriction.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To HFH-RFV: 53 Calaway Ct.
 Glenwood Springs, CO 81601

To Owner: at the address set forth in the Memorandum of Acceptance
23. Exhibits. All exhibits attached hereto (Exhibits "A", "B" and "C") are incorporated herein and by this reference made a part hereof.
24. Severability. Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.
25. Choice of Law. This Deed Restriction and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
26. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors and assigns of the parties.
27. Section Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
28. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Deed Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
29. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

- IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

By: _____
Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Habitat for Humanity of the Roaring Fork Valley, Inc.

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EXHIBIT "A"

Legal Description

A PARCEL OF LAND SITUATED IN THE NE1/4NW1/4 OF SECTION 27.
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL
MERIDIAN.
BEGINNING AT A POINT WHENCE THE NORTH QUARTER
CORNER OF SAID SECTION.
BEARS N41°45'E, 1395 FEET;
THENCE S28°47'W, 50 FEET;
THENCE S61°13'E, 300 FEET;
THENCE N29°47'E, 50 FEET;
THENCE N61°13'W, 300 FEET.
TO THE PLACE OF BEGINNING.
COUNTY OF GARFIELD, STATE OF COLORADO.

LESS AND EXCEPT THAT PARCEL OF LAND.
DESCRIBED IN DEED RECORDED APRIL 16, 2002 IN BOOK 1346
AT PAGE 674.
COUNTY OF GARFIELD, STATE OF COLORADO.

TOGETHER WITH THAT PARCEL OF LAND.
DESCRIBED IN DEED RECORDED APRIL 16, 2002 IN BOOK 1346
AT PAGE 673.
COUNTY OF GARFIELD, STATE OF COLORADO.

EXHIBIT "B"

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety protection devices;
 - e. Improvements to add and/or finish permanent/fixed storage space; and/or
 - f. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Deed Restriction shall **NOT** include the following:
 - a. Landscaping;
 - b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
 - c. The cost of adding decks and balconies, and any extension thereto;
 - d. Jacuzzis, saunas, steam showers and other similar items;
 - e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
 - f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
3. All Permitted Capital Improvement items and costs shall be approved by HFH-RFV staff prior to being added to the Maximum Resale Price as defined herein.

Exhibit "C"

Memorandum of Acceptance

EXHIBIT "C"

MEMORANDUM OF ACCEPTANCE
DECLARATION OF MASTER DEED RESTRICTION
PROJECT
GLENWOOD SPRINGS, COLORADO

RECITALS

A. _____, the Buyer, is purchasing from _____, Seller, at the price of \$ _____ a _____ unit in the _____ Project in Glenwood Springs, CO, according to the _____ Map and _____ Declaration recorded on _____, 20____ at Reception Numbers _____ and _____, in the records of the County of Garfield, State of Colorado (the "Property"); and

B. The Property is subject to the Declaration of Master Deed Restriction recorded on _____, 20____ as Reception No. _____, in the records of the County of Garfield, State of Colorado (the "Deed Restriction"); and

C. It is a requirement of the Deed Restriction that prior to the delivery of a deed conveying the Property, the Buyer shall execute a Memorandum of Acceptance evidencing Buyer's acknowledgment and agreement to the terms, conditions, limitations, restrictions, and uses set forth in the Deed Restriction.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to comply with the Deed Restriction, the Buyer:

1. Acknowledges that the undersigned Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning it, and fully understands it.

2. Hereby accepts and agrees to be bound by the Deed Restriction, in its entirety, including all exhibits, as the same is defined herein and as it is recorded in the Garfield County records as set forth herein, with the following changes and/or additions:

- a. That the closing of Buyer's acquisition of the Property occurred on _____;
- b. The purchase price that Buyer is paying for the Property is \$ _____;
- c. That any notice to the Buyer as required by the Deed Restriction should be sent to:

3. Hereby directs that this Memorandum be placed of record in the real estate records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned Buyer has executed this Memorandum of Acceptance on the date set forth opposite their signature.

Date: _____

Printed Name: _____

Printed Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing document was acknowledged before me this _____ day of _____ 202____, by
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____
My address is: _____



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Consideration of First Amendment to Memorandum of Understanding

Action Requested: First item of consideration under Habitat Memorandum of Understanding.

Department: City Administration

Presented By:

Strategic Goals:

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Amendment to Memorandum of Understanding ("First Amendment") is made and entered into this ____ day of _____ 2024, by and between the City of Glenwood Springs, a Colorado home rule municipality (the "City"), and Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation ("Habitat").

WHEREAS, on January 30, 2023, the Parties entered into a Memorandum of Understanding (the "MOU"); and

WHEREAS, the Parties have determined that the Airport Road Project a/k/a the Iddings Parcel is not suitable for development as affordable housing by Habitat; and

WHEREAS, the Parties desire to enter into this Amendment to the MOU on the terms and conditions stated herein.

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

1. Any obligation of either Party related to the development of the Airport Road Project a/k/a the Iddings Parcel is hereby released and any right or obligation for which the entitlement or development of the Iddings Parcel was a condition precedent is also hereby released.

2. All other terms and conditions of the January 30, 2023 MOU shall remain in effect and unchanged.

CITY OF GLENWOOD SPRINGS, COLORADO

By: _____
Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC

By: _____
_____, President



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Consideration of form of deed and approval of transfer 8th and Midland Parcel

Action Requested: Second item for consideration under Habitat Memorandum of Understanding.

Department: City Administration

Presented By:

Strategic Goals:

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

AFTER RECORDING, PLEASE RETURN TO:

David J. Myler
The Myler Law Firm, P.C.
211 Midland Avenue, Suite 201
Basalt, CO 81621

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____ 2024, between CITY OF GLENWOOD SPRINGS, COLORADO, a home rule municipality, Grantor, and HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC., a Colorado non-profit corporation, whose legal address is 53 Calaway Court, Glenwood Springs, CO 81601, Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of:

TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee his heirs and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

Exhibit "A" attached hereto, provided that all subsequent sales shall be subject to the form of deed restriction attached hereto as Exhibit B; and further provided that in the event Grantee does not commence construction of units within three (3) years of transfer from the Grantor all right title and interest herein conveyed shall revert to the Grantor.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, including minerals and mineral rights, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its heirs and personal representatives, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

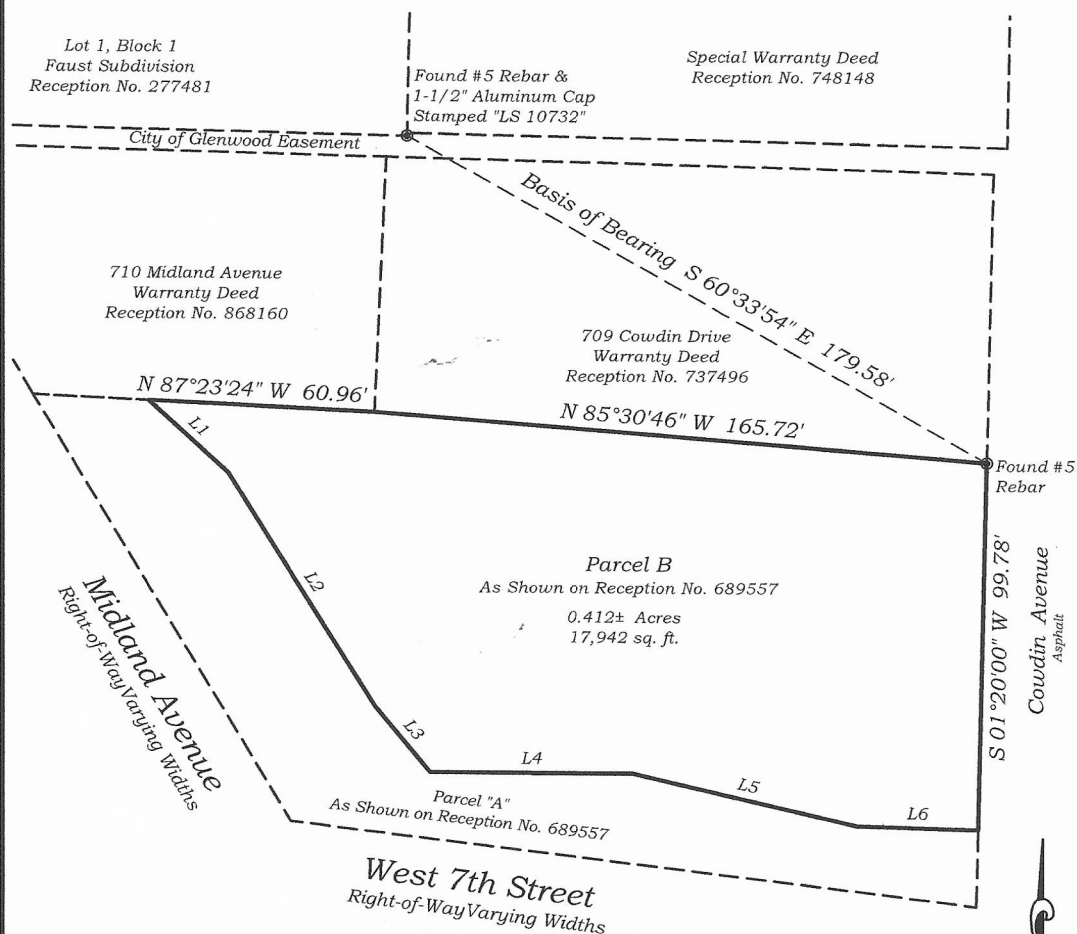
CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT "A"



LINE	BEARING	DISTANCE
L1	N 47°31'11" W	29.04'
L2	N 32°03'40" W	74.72'
L3	S 39°43'39" E	23.06'
L4	S 89°44'44" E	54.94'
L5	S 77°05'49" E	61.87'
L6	S 88°40'00" E	32.73'

PROPERTY DESCRIPTION PARCEL B

SCALE: 1" = 40'

A PARCEL OF LAND SITUATE IN THE NE1/4SW1/4 SECTION 9, T6S, R89W OF THE 6TH P.M. CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S60°33'54"E BETWEEN A FOUND #5 REBAR AND 1-1/2" ALUMINUM CAP STAMPED "LS 10732" AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 FAUST SUBDIVISION, RECEPTION NO. 277481 AND A FOUND #5 REBAR AT THE NORTHEAST CORNER OF SAID PARCEL B ALONG THE WESTERLY RIGHT-OF-WAY OF COWDIN AVENUE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF COWDIN DRIVE WHENCE A FOUND #5 REBAR & 1-1/2" ALUMINUM CAP STAMPED "LS 10732" MARKING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 FAUST SUBDIVISION, BEARS N60°33'54"W 179.58 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY N85°30'46"W 165.72 FEET; THENCE N87°23'24"W 60.96 FEET; THENCE S47°31'11"E 29.04 FEET; S32°03'40"E 74.72 FEET; THENCE S39°43'39"E 23.06 FEET; THENCE S89°44'44"E 54.94 FEET; THENCE S77°05'49"E 61.87 FEET; THENCE S88°40'00"E 32.73 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY N01°20'00"E 99.78 FEET TO THE POINT BEGINNING. SAID PARCEL CONTAINING 0.412 ACRES MORE OR LESS.



136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773

BOOKCLIFF
Survey Services, Inc.

DATE: FEBRUARY 12, 2024

JOB NO: 22149

**DECLARATION OF MASTER DEED RESTRICTION
FOR THE OCCUPANCY AND RESALE OF UNITS
IN THE EIGHTH & MIDLAND PROJECT**

THIS DECLARATION OF MASTER DEED RESTRICTION FOR THE OCCUPANCY AND RESALE OF UNITS IN _____ AND _____ (the "Deed Restriction" or "Deed Restrictions") is made, established and created this _____ day of _____, 20____, by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HFH-RFV"), a Colorado not-for-profit corporation, 53 Calaway Court, Glenwood Springs, CO 81601 as the owner and developer of the 8th & Midland Project in Glenwood Springs, CO.

RECITALS

A. HFH-RFV is the current owner of the real property described on Exhibit "A" which is referred to herein as the "Property". HFH-RFV desires and intends by this Declaration to establish Deed Restrictions which will insure that the Property is utilized permanently in accordance with the basic principles of HFH-RFV and the needs of the community;

B. HFH-RFV intends to restrict the acquisition or transfer of the Condominium and Townhome Units constructed on the Property to "Qualified Buyers" as that term is defined in this Deed Restriction. Such Condominium Units are described on the Condominium Map of Eighth & Midland recorded on _____, 20____, as Reception number _____ in the Garfield County records (collectively the "Units" and individually a "Unit"). In addition, this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which a Unit may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of a Unit. Finally, by this Deed Restriction, HFH-RFV restricts the Property and the Units against use and occupancy inconsistent with this Deed Restriction.

C. "Qualified Buyers" are natural persons meeting the Homeowner Selection Process Criteria of HFH-RFV ("Selection Criteria") as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Units as their sole place of residence, not to engage in any business activity in the Units, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Units for use in a trade or business. The Selection Criteria will include and describe Buyer priorities and maximum income limits.

D. An "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and who executes and records a Memorandum of Acceptance in the form attached here as Exhibit "C", it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in a Unit and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

DECLARATION

HFH-RFV hereby declares that the Property and all Units constructed thereon shall at all times be owned, held, used and conveyed subject to the following terms, provisions, conditions and restrictions:

1. The ownership, use and occupancy of the Property and the Units shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.
2. An Owner, in connection with the purchase of a Unit, must: a) occupy such Unit as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in such Unit, other than permitted in that zone district, applicable ordinance or any covenants restricting use of the Unit;

c) sell or otherwise transfer such Unit only in accordance with this Deed Restriction; d) not sell or otherwise transfer such Unit for use in a trade or business; e) not permit any use or occupancy of a Unit except in compliance with this Deed Restriction.

3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit.
4. This Deed Restriction shall constitute a covenant running with all Units, as a burden thereon, for the benefit of, and shall be specifically enforceable by the HFH-RFV or, in the event that HFH-RFV ceases to exist or function, by Habitat for Humanity International and their respective successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.
5. In the event that an Owner desires to sell its Unit, the Owner shall notify HFH-RFV, which shall then proceed to find a Qualified Buyer for a Unit in conformity with its then existing Family Selection process and criteria or at its sole discretion, HFH-RFV may purchase the Unit itself for the Maximum Resale Price. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.

MAXIMUM RESALE PRICE

6. In no event shall any Unit be sold for an amount ("Maximum Resale Price") more than the lesser of:
 - a. the initial sales price, plus an increase of three percent (3%) of such price per year to the date of the Owner's notice of intent to sell, or the date upon which a requirement for the Owner to sell is first applicable (prorated at the rate of .25% for each whole month for any part of a year).
 - b. the amount based upon the Consumer Price Index, All Items, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics calculated as follows: the Owner's purchase price divided by the Consumer Price Index published at the time of Owner's purchase stated on the Settlement Statement or Closing Disclosure, multiplied by the Consumer Price Index current at the date of Owner's intent to sell, or the date upon which a requirement for the Owner to sell is first applicable. In no event shall the multiplier be less than one (1).

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH-RFV THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.

7. Determining Maximum Resale Price:
 - a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed \$5,000.00. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.
 - b. Permitted Capital Improvements shall not include any changes or additions to a Unit made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted

Capital Improvements shall not be included in HFH-RFV's listed purchase price, even if made or installed during original construction.

- c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH-RFV the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:
 - 1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
 - 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and
 - 3) True and correct copies of any building permit or certificate of occupancy required to be issued by the City of Rifle Building Department with respect to the Permitted Capital Improvements.
- d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH-RFV of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).
- e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:
 - 1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH-RFV.
 - 2) That the work was done under supervision of a qualified certified tradesperson for the work that was done by the Owner.
8. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.
9. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Unit shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s). The following shall apply to all Non-Qualified Transferees:
 - a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of a Unit to a Qualified Buyer and shall execute any and all documents necessary to do so; and
 - b. Non-Qualified Transferee(s) agree not to: 1) occupy a Unit; 2) rent all or any part of a Unit, except in strict compliance with Paragraph 12 thereto; 3) engage in any other business activity on or in a Unit; 4) sell or otherwise transfer a Unit except in accordance with this Deed Restriction; or 5) sell or otherwise transfer a Unit for use in a trade or business.

- c. HFH-RFV or its successors, as applicable, shall have the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Unit from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Unit.
- d. Where the provisions of this Paragraph 9 apply, HFH-RFV may require a Non-Qualified Transferee to rent a Unit in accordance with the provisions of Paragraph 15, below.

OWNER RESIDENCE AND EMPLOYMENT

- 10. Units shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Homeowner Selection process. Only two adults shall occupy the residence, unless an exception is specifically granted by HFH-RFV.
- 11. In the event Owner changes domicile or ceases to utilize its Unit as his sole and exclusive place of residence, the Unit will be offered for sale pursuant to the provisions of Paragraph 5 of this Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside of the Roaring Fork Valley from and including Glenwood Springs to and including Basalt or the Colorado River Valley from Glenwood Springs to and including Rifle, or by not residing in the Unit. Where the provisions of this Paragraph 11 apply, HFH-RFV may require the Owner to rent its Unit in accordance with the provisions of Paragraph 12, below.

RENTAL

- 12. Owner may not, except with prior written approval of HFH-RFV, and subject to HFH-RFV's conditions of approval, rent its Unit for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner's Association, if applicable, and HFH-RFV in accordance with its Homeowner Selection Criteria. HFH-RFV shall not approve any rental if such rental is for a period of less than six (6) months or is being made by Owner to utilize its Unit as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HFH-RFV prior to occupancy by any tenant. Any such lease approved by HFH-RFV shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner's name, plus an additional twenty dollars (\$20) and a reasonable (refundable) security deposit.

The requirements of this paragraph shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided the Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

- 13. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH-RFV TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF A UNIT, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE HFH-RFV TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

BREACH

14. In the event that HFH-RFV has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HFH-RFV, by its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.
15. HFH-RFV, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HFH-RFV Board of Directors within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HFH-RFV, the decision of HFH-RFV based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

REMEDIES

16. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.
17. In the event a Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.
18. In the event that the Owner fails to cure any breach, HFH-RFV may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of a Unit by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
19. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HFH-RFV's initial listed purchase price of a Unit as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HFH-RFV, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.

FORECLOSURE

20. If any Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HFH-RFV shall have the option to acquire such Unit within thirty (30) days after (i) the issuance of a public trustee's deed to the purchaser, or (ii) receipt by HFH-RFV of written notice from such person or entity of the acquisition of such Unit in lieu of foreclosure, as applicable, for an option price not to exceed (a) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure or (b) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Unit. Notwithstanding any provision herein to the contrary, except for persons or entities having a valid lien on a Unit, only Qualified Buyers may acquire an interest in a Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Unit is not a Qualified Buyer and acquires an interest in such Unit in a foreclosure sale or in lieu of foreclosure, the provisions of Paragraph 17 shall apply. It is the intent of HFH-RFV that the terms and provisions of this provision shall remain in full force and effect with respect to the Units until modified, amended or terminated in accordance with paragraph 32 hereof.

Notwithstanding the foregoing, in the event of foreclosure by the holder of the first deed of trust on such Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HFH-RFV does not exercise its option to purchase as provided in this paragraph, then HFH-RFV agrees to release the Unit from the requirements of this Deed Restriction.

GENERAL PROVISIONS

21. Memorandum of Acceptance. As a condition of the acquisition of a Unit, the purchaser shall execute a Memorandum of Acceptance in the form attached hereto as Exhibit "C".
22. Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Deed Restriction.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To HFH-RFV: 53 Calaway Ct.
Glenwood Springs, CO 81601

To Owner: at the address set forth in the Memorandum of Acceptance

23. Exhibits. All exhibits attached hereto (Exhibits "A", "B" and "C") are incorporated herein and by this reference made a part hereof.
24. Severability. Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.
25. Choice of Law. This Deed Restriction and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.
26. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors and assigns of the parties.
27. Section Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
28. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Deed Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
29. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

EXHIBIT "A"

Legal Description

A TRACT OF LAND SITUATE IN THE NE1/4SW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M.;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SURVEY MONUMENT AT THE INTERSECTION,
OF CENTERLINES OF EXTENSION OF EIGHTH STREET,
AS SHOWN BY ROAD VIEWERS REPORT AND MAP ATTACHED THERETO,
FILED APRIL 1, 1890, IN ROAD BOOK 1 AT PAGE 116 AS RECEPTION NO. 10214,
AND MIDLAND AVE., IN THE CITY OF GLENWOOD SPRINGS, BEARS S09°58'57"E OF 81.45 FEET,
ALSO WHENCE THE MONUMENT AT THE NW CORNER OF SAID NE1/4SW1/4 BEARS N56°12'14"W, 622.56
FEET,
WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE TO A BEARING OF N88°28'W ON THE,
CENTERLINE OF SAID EXTENSION OF EIGHTH STREET;
THENCE S83°09'00"E, 186.28 FEET TO THE WESTERLY LINE OF EXISTING COWDIN DRIVE;
THENCE N01°20'00"E, 120.78 FEET ALONG SAID WESTERLY LINE;
THENCE N85°31'00"W, 165.73 FEET;
THENCE N87°23'00"W, 92.20 FEET;
THENCE S31°01'00"E, 135.00 FEET TO THE POINT OF BEGINNING,
COUNTY OF GARFIELD, STATE OF COLORADO.

EXHIBIT "B"

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety protection devices;
 - e. Improvements to add and/or finish permanent/fixed storage space; and/or
 - f. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Deed Restriction shall **NOT** include the following:
 - a. Landscaping;
 - b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
 - c. The cost of adding decks and balconies, and any extension thereto;
 - d. Jacuzzis, saunas, steam showers and other similar items;
 - e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
 - f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
3. All Permitted Capital Improvement items and costs shall be approved by HFH-RFV staff prior to being added to the Maximum Resale Price as defined herein.

Exhibit "C"

Memorandum of Acceptance

EXHIBIT "C"

MEMORANDUM OF ACCEPTANCE
DECLARATION OF MASTER DEED RESTRICTION
PROJECT
GLENWOOD SPRINGS, COLORADO

RECITALS

A. _____, the Buyer, is purchasing from _____, Seller, at the price of \$ _____ a _____ unit in the _____ Project in Glenwood Springs, CO, according to the _____ Map and _____ Declaration recorded on _____, 20 _____ at Reception Numbers _____ and _____, in the records of the County of Garfield, State of Colorado (the "Property"); and

B. The Property is subject to the Declaration of Master Deed Restriction recorded on _____, 20 _____ as Reception No. _____, in the records of the County of Garfield, State of Colorado (the "Deed Restriction"); and

C. It is a requirement of the Deed Restriction that prior to the delivery of a deed conveying the Property, the Buyer shall execute a Memorandum of Acceptance evidencing Buyer's acknowledgment and agreement to the terms, conditions, limitations, restrictions, and uses set forth in the Deed Restriction.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to comply with the Deed Restriction, the Buyer:

1. Acknowledges that the undersigned Buyer has carefully read the entire Deed Restriction, has had the opportunity to consult with legal and financial counsel concerning it, and fully understands it.

2. Hereby accepts and agrees to be bound by the Deed Restriction, in its entirety, including all exhibits, as the same is defined herein and as it is recorded in the Garfield County records as set forth herein, with the following changes and/or additions:

- a. That the closing of Buyer's acquisition of the Property occurred on _____;
- b. The purchase price that Buyer is paying for the Property is \$ _____;
- c. That any notice to the Buyer as required by the Deed Restriction should be sent to:

3. Hereby directs that this Memorandum be placed of record in the real estate records of Garfield County, Colorado.

IN WITNESS WHEREOF, the undersigned Buyer has executed this Memorandum of Acceptance on the date set forth opposite their signature.

Date: _____

Printed Name: _____

Printed Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing document was acknowledged before me this _____ day of _____ 202____, by
_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____
My address is: _____

Glenwood Springs – Main Office

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

Aspen

0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

**Direct Mail to Glenwood Springs*

DATE: March 29, 2024
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: PSCo/Xcel Transmission Line Easements

City Staff has been engaged with the Public Service Company of Colorado/Xcel Energy (PSCo) over the Mitchell Creek Transmission Line replacement now for nearly five years. In January City Council granted conditional approval for a 1041 permit to construct the line within City boundaries.

Now, PSCo is requesting a variety of property rights for City owned property. These include permanent transmission line easements, permanent aerial easements for City right-of-way crossings, and temporary construction easements. We worked with Community Development, Engineering, and Public Works to negotiate terms of the easement forms and to confirm the accuracy of the property interests needed for the transmission line and construction activities.

PSCo made an initial offer of \$110,750 at \$0.71 per square foot for all land rights as set forth in Appendix J. PSCo is aware that this is not an acceptable offer and we have been negotiating, which is ongoing. We anticipate receiving a revised offer close of business Monday April 1. If we do not believe that offer to be acceptable, we will make a recommendation based on the variety of property interests and uses being sought and comparable sales.

Under Colorado law utility providers do have the power of eminent domain which can be exercised against governmental land interests. PSCo never threatened condemnation but could do so to obtain possession of the City property if necessary.

Additionally, there is a letter consenting to the owners at 101 Maple Street to execute a transmission line easement over their property which will cross through the City's conservation easement on the property. This consent is required by the deed of conservation easement that was granted to the City in 2018.

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING EASEMENTS GRANTING PUBLIC SERVICE COMPANY OF COLORADO AUTHORITY TO USE CITY PROPERTY FOR THE MITCHELL CREEK TRANSMISSION LINE REPLACEMENT.

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

WHEREAS, the City owns various properties throughout the City; and

WHEREAS, Xcel Energy, doing business as Public Service Company of Colorado (“PSCo”) owns and operates an existing transmission line crossing some City properties without existing permanent easements;

WHEREAS, PSCo has requested that the City grant permanent easements, aerial easements, and temporary construction easements as set forth in **Exhibit A** to this Resolution; and

WHEREAS, PSCo and David and Carol Hauter have requested that the City consent to the execution of a permanent transmission line easement through land encumbered by a conservation easement held by the City; and

WHEREAS, City Council finds that it is necessary and proper to grant the property rights necessary for PSCo to replace the Mitchell Creek Transmission line.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby approves and authorizes the Mayor or City Manager to execute the documents attached hereto as **Exhibit A**.

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

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



1800 Larimer Street
Denver, CO 80202

Dear Glenwood Springs City Council,

As you know, Public Service Company of Colorado, a Colorado corporation conducting business as Xcel Energy (“PSCo”) will be rebuilding the existing Glenwood Springs to Mitchell Creek 69-kilovolt transmission line (Project) located in the City of Glenwood Springs (City) and unincorporated Garfield County. The transmission line (a 2.25-mile segment) is located between the existing Glenwood Springs Substation (northeast of the Glenwood Hot Springs Resort) and the existing Mitchell Creek Substation (northwest of the Glenwood Meadows shopping center). A Location and Extent Permit and 1041 Permit were approved by the City Planning Commission on December 12, 2023 and the 1041 Permit was approved by City Council on January 4, 2024 (Planning File #45-23).

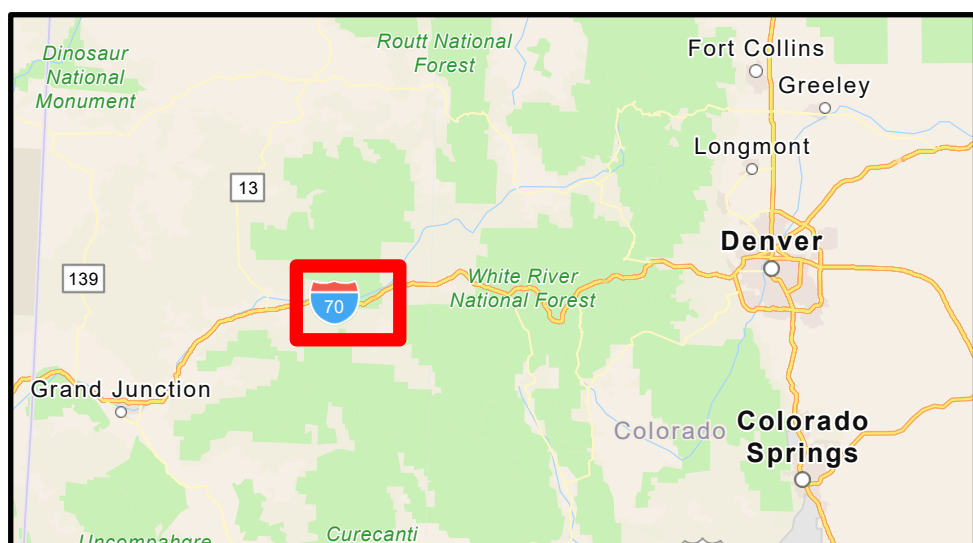
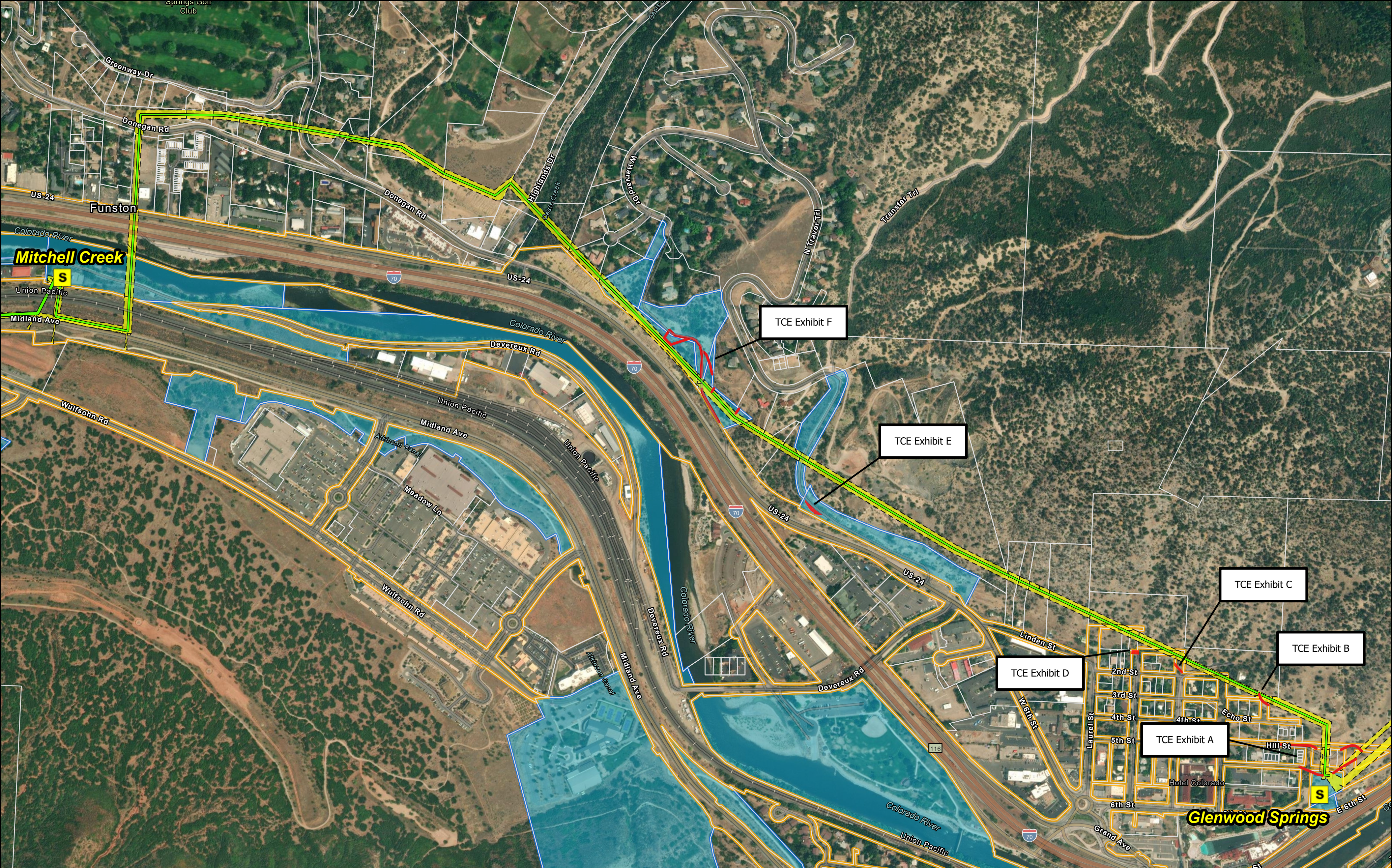
PSCo has worked with Glenwood Springs staff and legal counsel to review the existing land rights and those needed for construction of and future operations and maintenance of the rebuilt transmission line within parcels and right-of-way owned or managed by the City. The easements attached to this letter are the result of those good faith negotiations between the parties, in hope to reach a mutual agreement and receive approval from Glenwood Springs City County to execute the easements after review at the April 4, 2024 hearing

Regards,

Jennifer Chester

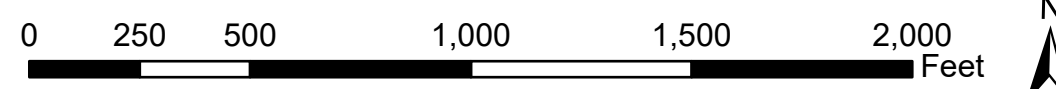
Jennifer L. Chester

Manager, Siting and Land Rights, of Xcel Energy Services Inc., as Authorized Agent of Public Service Company of Colorado cess will have to be used.



Legend

- | | | |
|------------------------------|---------------------------------|----------------------------------|
| Substation | 6584 Transmission ROW Easement | City of Glenwood Springs Parcels |
| 6584 Transmission Centerline | Temporary Construction Easement | Parcel |
| | City of Glenwood Springs ROW | |



The information contained herein is demonstrative only, believed to be accurate and suitable for limited, internal Xcel Energy use only. Maps are not to scale. All matters depicted including but not limited to utility facilities, locations and materials are preliminary only and subject to change without notice. Xcel Energy/Public Service Company of Colorado makes no warranty as to the accuracy or suitability of any information contained herein for use by third parties for any particular purpose. The accuracy of this map and the information depicted should be verified prior to use. The user shall assume all risk and responsibility for any and all damages, including consequential damages, which may arise from the user's reliance on this information. *ROW, Right-of-Way

Packet Page 155

6584 Transmission Rebuild - Glenwood Springs to Mitchell Creek

City of Glenwood Springs Global Overview Map

Temporary Construction Easements

Garfield County, Colorado

Created By: M. Rodriguez, Xcel Energy,
Siting & Land Rights, December 2023



Glenwood Springs – Mitchell Creek Electric Transmission Line Rebuild Project

City of Glenwood Springs Land Rights

Revision 3-February 2024

Permanent Electric Transmission Line Easements: Total Compensation-\$97,750.00

1. City ROW (Spring St.)- \$1,500.00
2. City fee Parcel No. 218509131001-\$1,375.00
3. City ROW (Hill St.)- \$1,500.00
4. City ROW (Chestnut St.)-\$2,625.00
5. City ROW (Olive St.)-\$2,906.25
6. City ROW (1st St.)-\$6,031.25
7. City ROW (North St.)-\$4,000.00
8. City Road (Traver Trail), part of Parcel No. 218504300007-\$2,625.00
9. City fee Parcel No. 218504300007-\$718.75
10. City fee Parcel No. 218504307006-\$1,687.50
11. City fee Parcel No. 218504300005-\$53,281.25
12. City Road (Sunny Acres Road) – aerial crossing, wires only -\$2,687.50
13. City Road (Donegan Road) – aerial crossing, wires only-\$2,500.00
14. City fee Parcel No. 218505300113-\$14,312.50

Temporary Construction Easements (TCEs): \$1,000 For Each for a total of \$13,000.00

TCEs are necessary for access & construction crew parking and materials setup

1. City ROW (Spring St. & Aspen St.) – coming off of Spring St.
2. City fee Parcel No. 218509131001
3. City ROW (Spring St. loops around to Hill St.)
4. City ROW (Cedar St.)
5. City ROW (Hill St. loops around to Spring St.)
6. City ROW (Hill St. loops around to Spring St)
7. City ROW (coming off of Hill St.)
8. City ROW (Chestnut St.)
9. City ROW (end of Pine St.)
10. City ROW (end of Maple St.)
11. City fee Parcel No. 218509200050 (pull off on Traver Trail)
12. City fee Parcel No. 218504300005
13. City fee Parcel No. 218504307006

TEMPORARY CONSTRUCTION EASEMENT (the “Easement”)

The undersigned (“**Grantor**”), in consideration of the payment of Thirteen Thousand and NO/100 Dollars (\$13,000.00), the receipt and adequacy of such consideration being acknowledged, grants, sells conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (“**Grantee**” or “**PSCo**”), its successors and assigns, a temporary easement for (i) access, including access by people and vehicles; including off road vehicles and helicopter operations (ii) construction work areas/work sites, and (iii) storage of materials, machinery and equipment, on, over and across a portion of the property located in Section 4 and Section 9, Township 6 South, Range 89 West, Garfield County, State of Colorado, depicted on **Exhibit A-F**, attached and incorporated by this reference (the “**Temporary Easement Area**”).

Together with full right and authority to PSCo, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to enter upon the Temporary Easement Area with machinery, trucks, construction vehicles, helicopters, materials, tools and other equipment which may be useful or required in the construction, alteration, maintenance or repair by PSCo of utility improvements, located or to be located, on real property owned by PSCo, or on property that is subject to an easement for the benefit of PSCo, and with the right, but not the obligation, to survey, construct, repair, reconstruct, patrol, inspect, improve, and maintain access over said Temporary Easement Area, including a gravel road, culverts or other appurtenances used or useful in connection therewith.

It is understood that this Easement shall commence January 1, 2024 and shall expire on January 1, 2025 (the “Initial Term”). PSCo shall have the option to extend the term of this Easement for one (1) additional year, upon written notice to Grantor no less than thirty (30) days before the expiration of the Initial Term (the “Extended Term”). If PSCo elects such extension, it shall pay Grantor an additional \$13,000.00 within thirty (30) days of the expiration of the Initial Term. Prior to the expiration of the term of this Easement, PSCo shall restore the surface of the Temporary Easement Area which is disturbed by PSCo’s exercise of its rights under this Easement; to as near a condition as existed prior to PSCo’s entry on the Temporary Easement Area as is reasonably practicable.

No amendment, modification or supplement to this Easement shall be binding on either party unless made in writing and executed by an authorized representative of said party. No waiver by either party of any provision hereof, nor any approval of either party required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of said party.

The provisions of this Easement shall run with, be binding on, and burden the Temporary Easement Area, and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and PSCo. “Grantor” shall include the singular, plural, feminine, masculine, and neuter.

Grantor warrants and represents that Grantor is the owner of the Temporary Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, and is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements and stipulations between Grantor and Grantee as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall

modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document entitled "Temporary Construction Easement", and an Exhibit A containing a sketch depicting the legal description, if referenced above or attached hereto, and if attached, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by Grantee, and no Addendum shall be effective and binding upon Grantee unless executed by an authorized representative of Grantee.

All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to Grantee: Public Service Company of Colorado
 1800 Larimer Street, Suite 400
 Denver, CO 80202
 Attention: Manager, Siting & Land Rights
 PSCo Doc No. _____

With a required copy to the principal address of Public Service Company of Colorado as listed with the Colorado Secretary of State.

If to Grantor:

Grantee or Grantor may change its address by giving notice to the other as provided for

above. Signed this _____ day of _____ 2024 _____

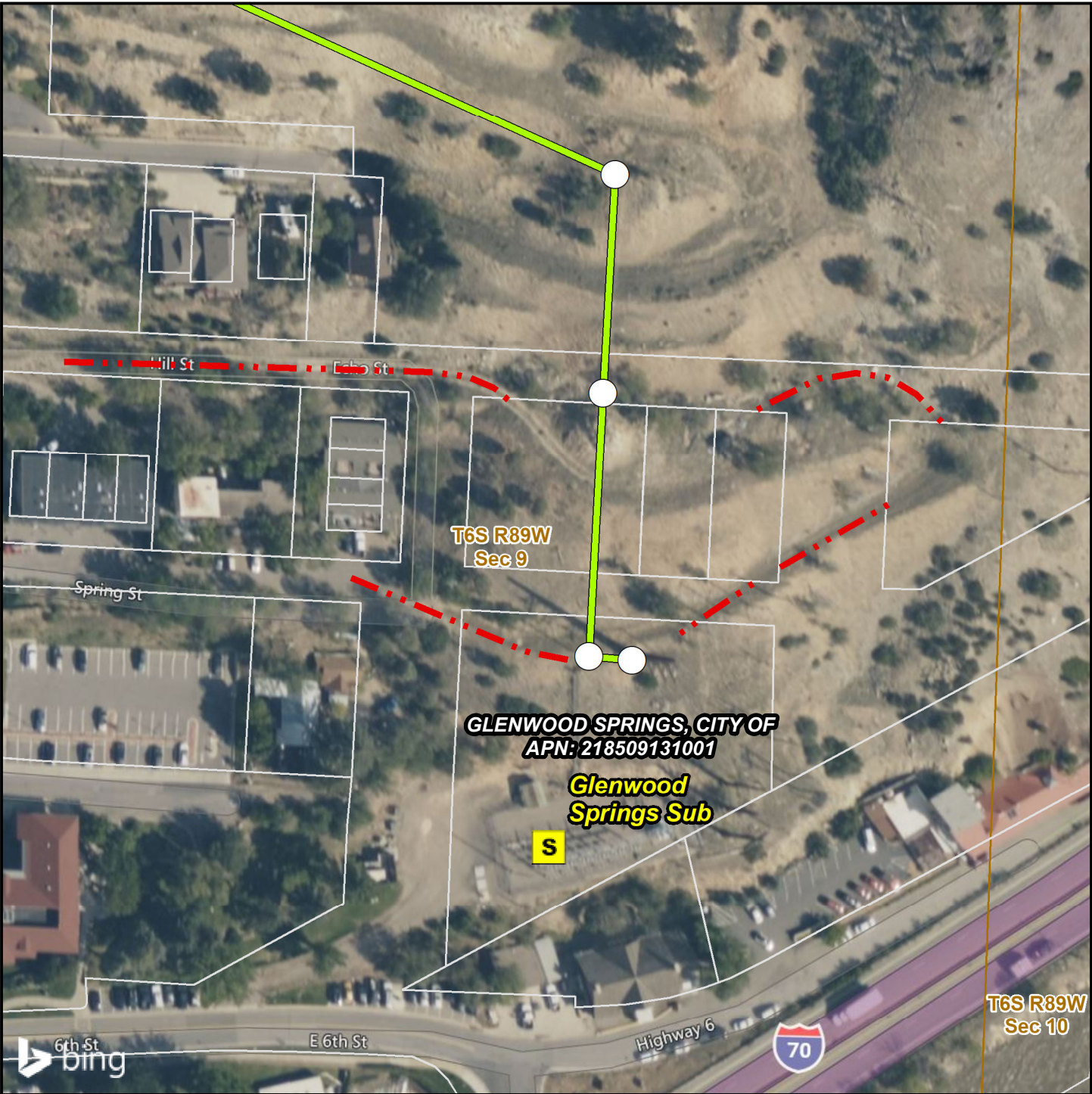
GRANTOR:

The City of Glenwood Springs

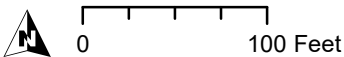
By: _____

Title: _____

EXHIBIT A



Temporary Construction Easement

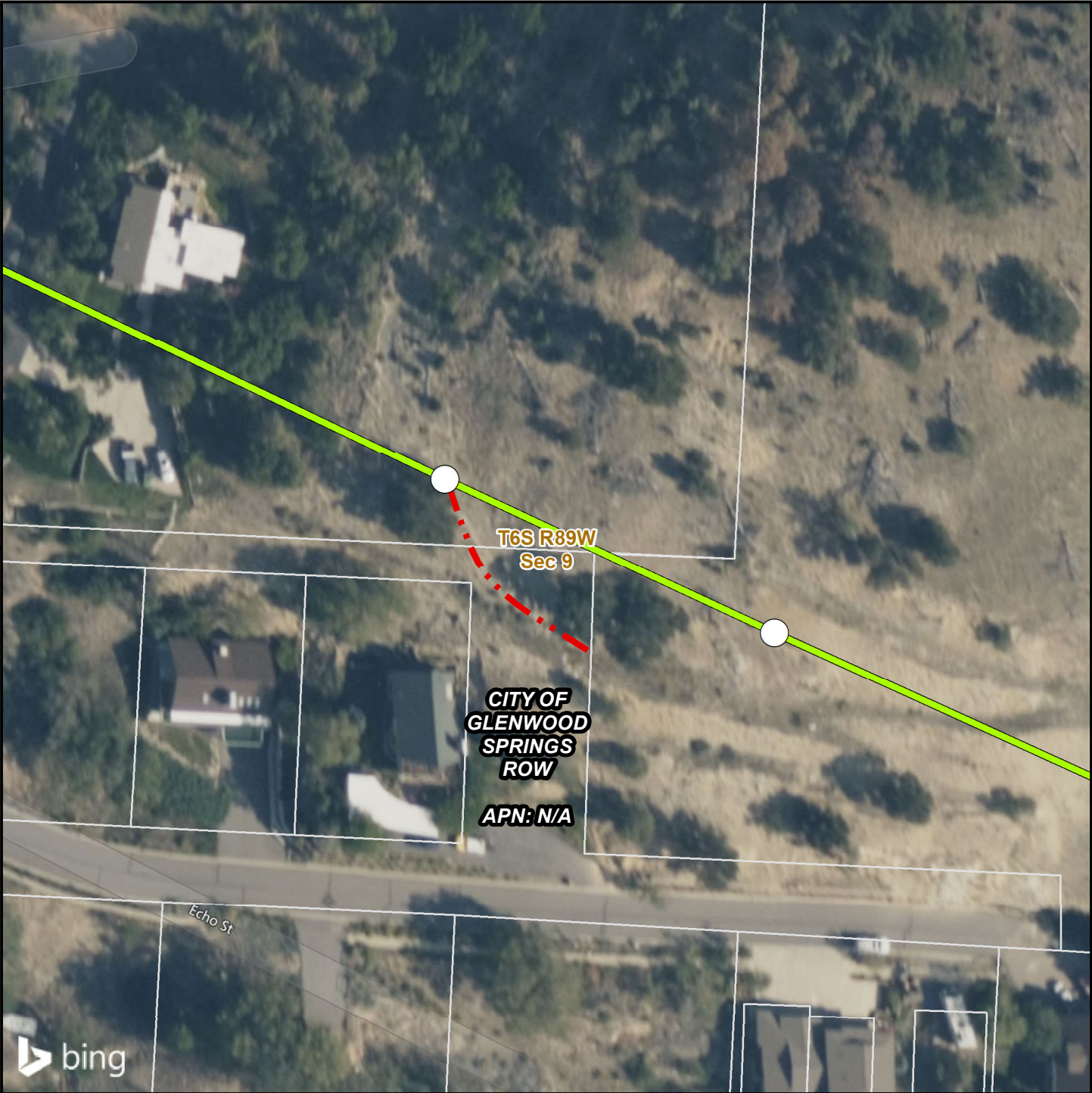


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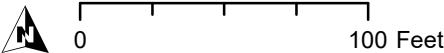
- S** Substation
- Pole Location
- Transmission Line
- - - Temporary Construction Easement
- Parcel Boundary



EXHIBIT B



Temporary Construction Easement



Legend

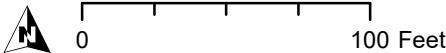
- Pole Location
- Transmission Line
- - - Temporary Construction Easement
- Parcel Boundary



EXHIBIT C



Temporary Construction Easement

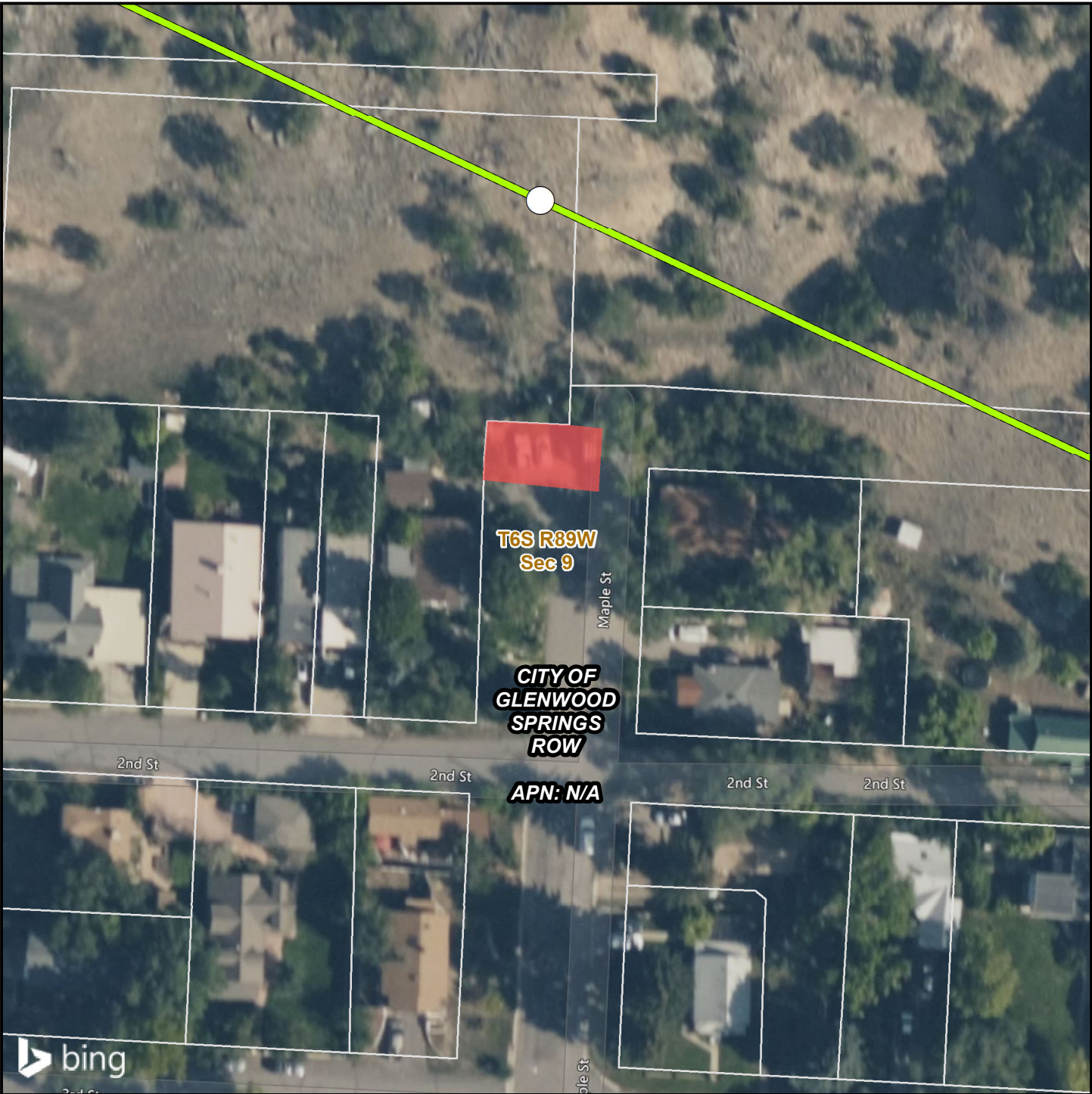


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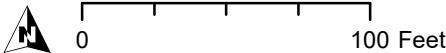
- Pole Location
- Transmission Line
- Temporary Construction Easement
- Parcel Boundary



EXHIBIT D



Temporary Construction Easement



Legend

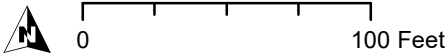
- Pole Location
- Transmission Line
- Temporary Construction Easement
- Parcel Boundary



EXHIBIT E



Temporary Construction Easement

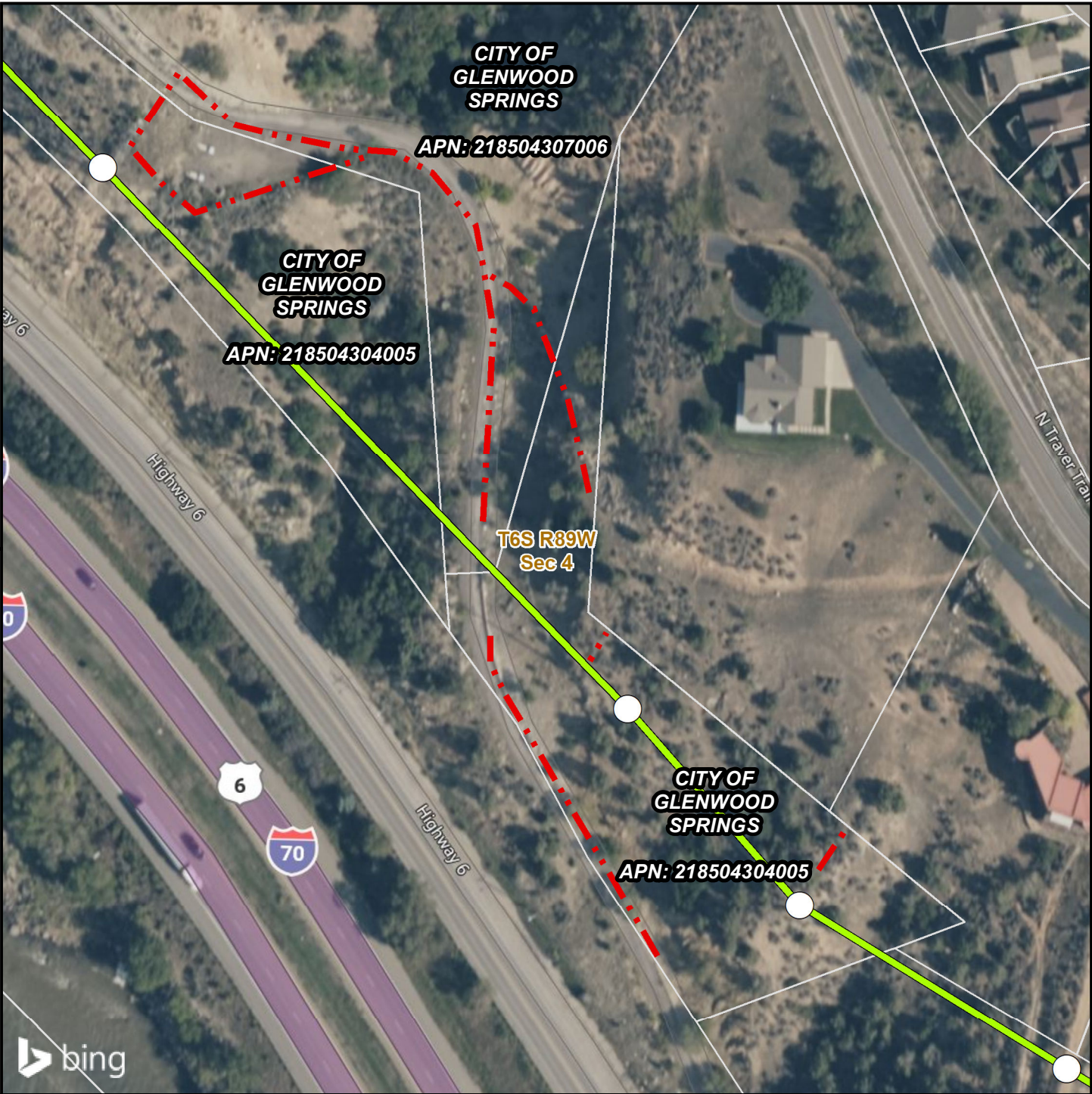


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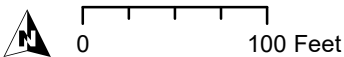
- Pole Location
- Transmission Line
- Temporary Construction Easement
- Parcel Boundary



EXHIBIT F



Temporary Construction Easement



Legend

- Pole Location
- Transmission Line
- - - Temporary Construction Easement
- Parcel Boundary



After recording, return to:
Public Service Company of Colorado
1800 Larimer St., Ste. 400
Denver, CO 80202
Attn: Manager, Siting & Land Rights

Doc. No.: _____
Agent: _____

ELECTRIC TRANSMISSION LINE EASEMENT (the “Easement”)
(Aerial / Overhang)

The undersigned (“**Grantor**”), for good and valuable consideration, the receipt and adequacy of which is acknowledged, hereby grants, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”), its successors and assigns, a perpetual, non-exclusive easement for the transmission and distribution of electricity and related communication signals above, over, and across the property described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

Together with full right and authority to the Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and evolutions thereof (collectively, the “**Facilities**”); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities. The Company shall not place or construct poles, towers, boxes, support structures or other Facilities on the surface of the Easement Area, provided that this provision does not prohibit or limit the aboveground location of overhead facilities, (including wires and cross arms), or the placement of poles, towers, boxes or support structures on the surface of the Easement Area on a temporary basis during the maintenance, repair or replacement of the Company’s Facilities within the Easement Area, or the undergrounding of the Facilities as set forth below. Company will use commercially reasonable efforts to arrange its Facilities in such a manner as to not cause an unreasonable interference with Grantor’s use and maintenance of its streets and rights-of-way.

No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or trailers) shall be placed or permitted to remain on, under or over the Easement Area by Grantor. No other objects shall be erected, placed or permitted to remain on, under or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or otherwise interfere with the Company’s use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company’s Facilities or with Company’s use of the Easement Area (as defined in the Easement). Prior to installation of any improvement

within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any recommendations of, or conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

The Company shall promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the Company, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the Company.

Grantor shall disclose to the Company any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the Company assess the risks of working in the Easement Area.

The Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If the Company encounters any Pre-Existing Wastes, Company may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs and other objects.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition contained herein. No failure by the Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the Company to such interference nor shall it be deemed a waiver of the Company's right to remove any such interference without further notice or compensation to Grantor.

No amendment, modification or supplement to this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof, nor any approval of the Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company.

The provisions of this Easement shall run with, be binding on and burden the Easement Area, and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives,

successors, and assigns of Grantor and the Company. “Grantor” shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements and stipulations between Grantor and the Company as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document titled “Electric Transmission Line Easement”, and an Exhibit A containing a legal description or depiction of the Easement Area, and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “Addendum”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the Company and Grantor. This Easement has been drafted as a joint effort between the Company and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the Company nor Grantor may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Easement was drafted by a particular party.

Signature page follows.



Sheet 1 of 2

**EXHIBIT A – SUNNY ACRES RD
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southeast one-quarter (SE1/4) of Section 5, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Sunny Acres Road, lying in the City of Glenwood Springs, described as follows:

Beginning on the west line of Sunny Acres Road, from which the center one-quarter corner of said Section 5 bears N77°07'33"W, 329.49 feet;

thence S11°32'53"W, 31.96 feet, along said west line;
thence S12°33'23"E, 30.40 feet, along said west line;
thence S79°53'52"E, 64.52 feet, to the east line of Sunny Acres Road;
thence N12°33'59"W, 42.07 feet, along said east line;
thence N11°32'17"E, 21.18 feet, along said east line;
thence N79°53'52"W, 59.74 feet, to the Point of Beginning.

Containing 3,744 square feet (0.086 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the east line of the southwest one-quarter (SW1/4) of said Section 5, which is assumed to bear S03°15'04"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

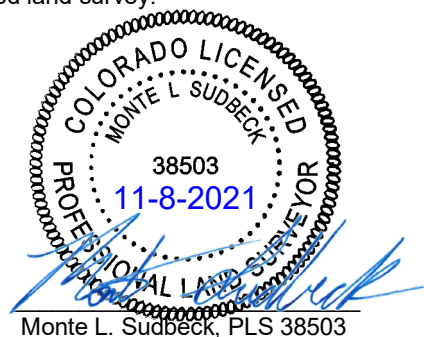
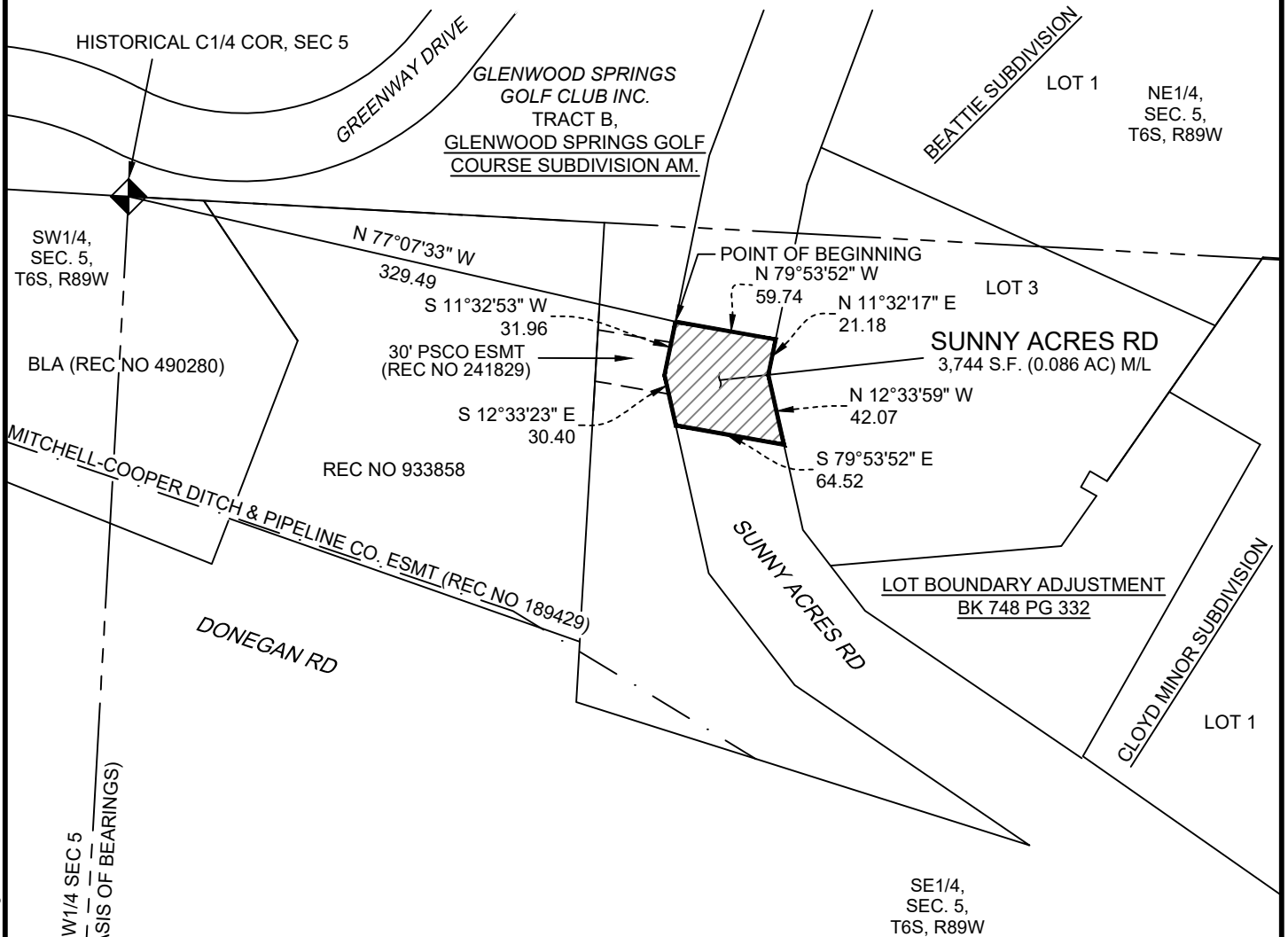


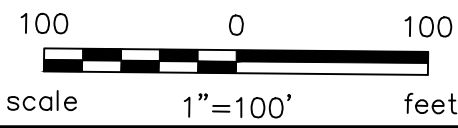
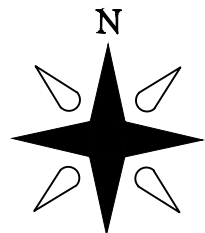
EXHIBIT A - SUNNY ACRES RD PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



E LINE, SW1/4 SEC 5
S 03°15'04" W (BASIS OF BEARINGS)

S1/4 COR, SEC 5



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

After recording, return to:
Public Service Company of Colorado
1800 Larimer St., Ste. 400
Denver, CO 80202
Attn: Manager, Siting & Land Rights

Doc. No.: _____
Agent: _____

ELECTRIC TRANSMISSION LINE EASEMENT (the “Easement”)
(Aerial / Overhang)

The undersigned (“**Grantor**”), for good and valuable consideration, the receipt and adequacy of which is acknowledged, hereby grants, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”), its successors and assigns, a perpetual, non-exclusive easement for the transmission and distribution of electricity and related communication signals above, over, and across the property described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

Together with full right and authority to the Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and evolutions thereof (collectively, the “**Facilities**”); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities. The Company shall not place or construct poles, towers, boxes, support structures or other Facilities on the surface of the Easement Area, provided that this provision does not prohibit or limit the aboveground location of overhead facilities, (including wires and cross arms), or the placement of poles, towers, boxes or support structures on the surface of the Easement Area on a temporary basis during the maintenance, repair or replacement of the Company’s Facilities within the Easement Area, or the undergrounding of the Facilities as set forth below. Company will use commercially reasonable efforts to arrange its Facilities in such a manner as to not cause an unreasonable interference with Grantor’s use and maintenance of its streets and rights-of-way.

No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or trailers) shall be placed or permitted to remain on, under or over the Easement Area by Grantor. No other objects shall be erected, placed or permitted to remain on, under or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or otherwise interfere with the Company’s use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company’s Facilities or with Company’s use of the Easement Area (as defined in the Easement). Prior to installation of any improvement

within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any recommendations of, or conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

The Company shall promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the Company, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the Company.

Grantor shall disclose to the Company any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the Company assess the risks of working in the Easement Area.

The Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If the Company encounters any Pre-Existing Wastes, Company may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs and other objects.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition contained herein. No failure by the Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the Company to such interference nor shall it be deemed a waiver of the Company's right to remove any such interference without further notice or compensation to Grantor.

No amendment, modification or supplement to this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof, nor any approval of the Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company.

The provisions of this Easement shall run with, be binding on and burden the Easement Area, and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives,

successors, and assigns of Grantor and the Company. “Grantor” shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements and stipulations between Grantor and the Company as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document titled “Electric Transmission Line Easement”, and an Exhibit A containing a legal description or depiction of the Easement Area, and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “Addendum”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the Company and Grantor. This Easement has been drafted as a joint effort between the Company and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the Company nor Grantor may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Easement was drafted by a particular party.

Signature page follows.



Sheet 1 of 2

**EXHIBIT A – TRAVER TRAIL
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 4, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Traver Trail, lying in the City of Glenwood Springs, described as follows:

Beginning on the west line of Traver Trail, from which the south one-quarter corner of said Section 4 bears S69°09'15"E, 1552.64 feet;

thence along a curve to the right, having a radius of 345.00 feet, a central angle of 10°03'38", a length of 60.58 feet and a chord that bears N23°34'40"E, 60.50 feet, along said west line;
thence S59°02'59"E, 60.09 feet, to the east line of Traver Trail;
thence along a non-tangent curve to the left, having a radius of 285.00 feet, a central angle of 12°14'04", a length of 60.86 feet and a chord that bears S21°59'25"W, 60.74 feet, along said east line;
thence N59°02'59"W, 61.79 feet, to the Point of Beginning.

Containing 3,644 square feet (0.084 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southeast one-quarter (SE1/4) of said Section 4, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

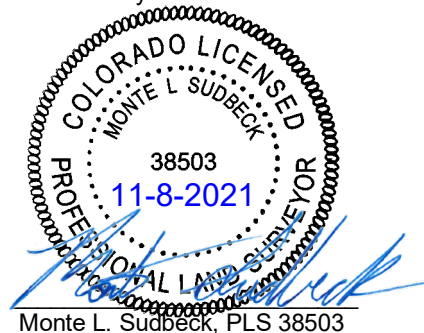
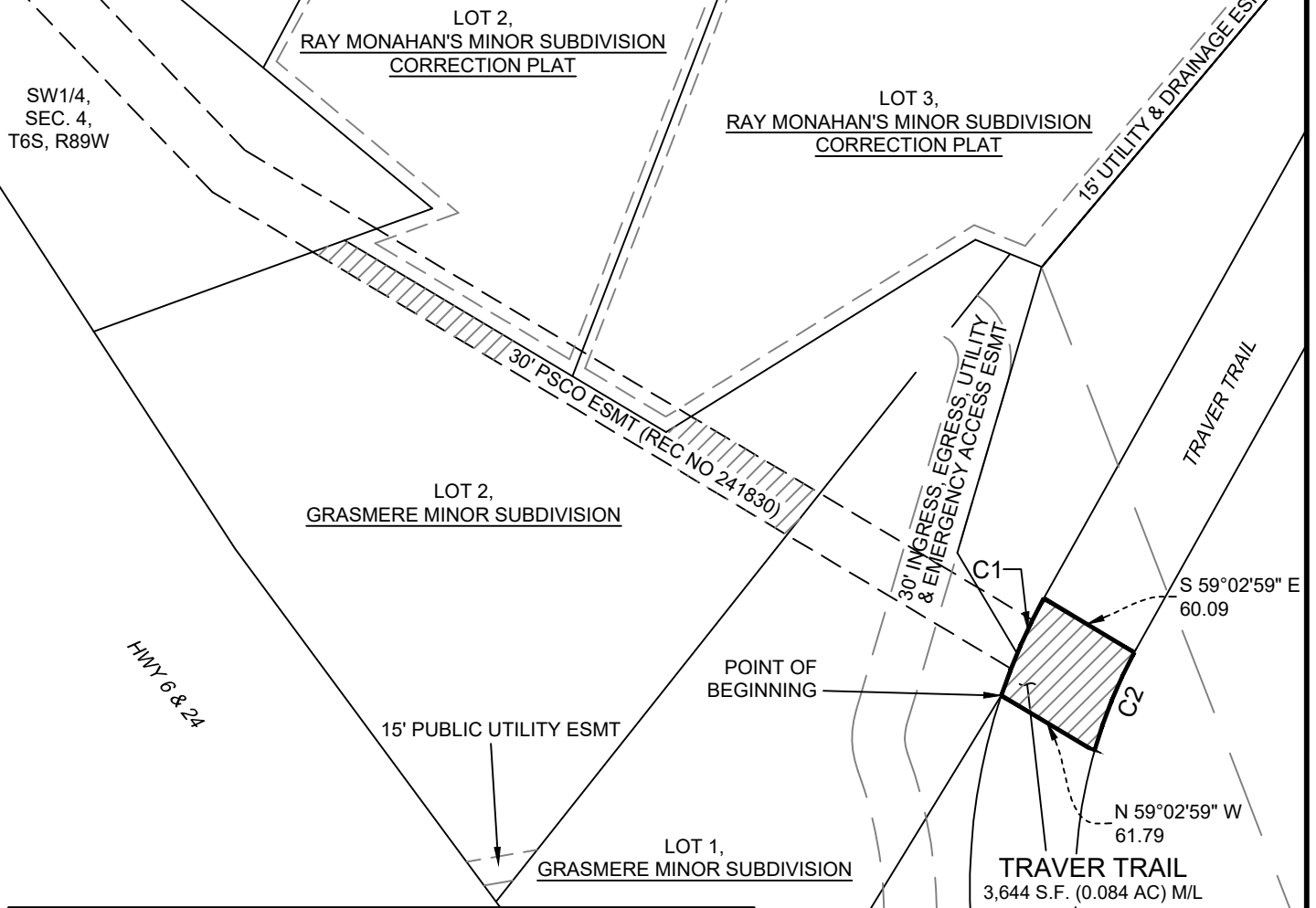


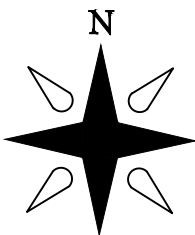
EXHIBIT A - TRAVER TRAIL PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

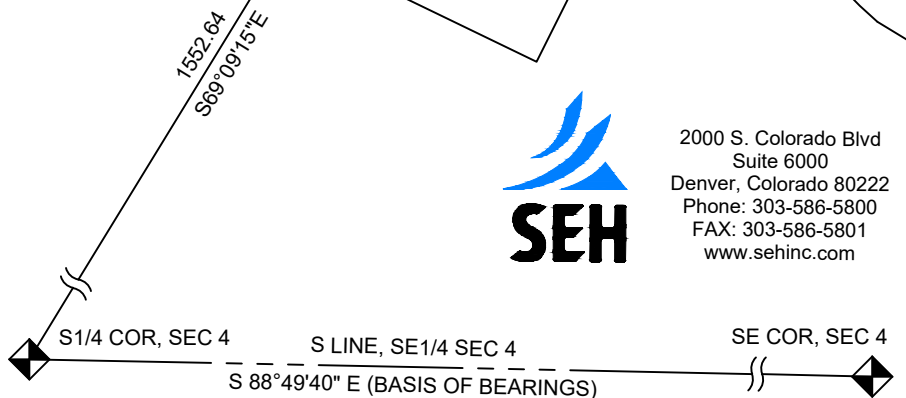


PARCEL CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CH DIRECTION	CH DISTANCE
C1	345.00'	010°03'38"	60.58'	N 23°34'40" E	60.50
C2	285.00'	012°14'04"	60.86'	S 21°59'25" W	60.74



100 0 100
scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

After recording, return to:
Public Service Company of Colorado
1800 Larimer St., Ste. 400
Denver, CO 80202
Attn: Manager, Siting & Land Rights

Doc. No.: _____
Agent: _____

ELECTRIC TRANSMISSION LINE EASEMENT (the “Easement”)
(Aerial / Overhang)

The undersigned (“**Grantor**”), for good and valuable consideration, the receipt and adequacy of which is acknowledged, hereby grants, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”), its successors and assigns, a perpetual, non-exclusive easement for the transmission and distribution of electricity and related communication signals above, over, and across the property described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

Together with full right and authority to the Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and evolutions thereof (collectively, the “**Facilities**”); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities. The Company shall not place or construct poles, towers, boxes, support structures or other Facilities on the surface of the Easement Area, provided that this provision does not prohibit or limit the aboveground location of overhead facilities, (including wires and cross arms), or the placement of poles, towers, boxes or support structures on the surface of the Easement Area on a temporary basis during the maintenance, repair or replacement of the Company’s Facilities within the Easement Area, or the undergrounding of the Facilities as set forth below. Company will use commercially reasonable efforts to arrange its Facilities in such a manner as to not cause an unreasonable interference with Grantor’s use and maintenance of its streets and rights-of-way.

No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or trailers) shall be placed or permitted to remain on, under or over the Easement Area by Grantor. No other objects shall be erected, placed or permitted to remain on, under or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or otherwise interfere with the Company’s use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company’s Facilities or with Company’s use of the Easement Area (as defined in the Easement). Prior to installation of any improvement

within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any recommendations of, or conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

The Company shall promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the Company, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the Company.

Grantor shall disclose to the Company any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the Company assess the risks of working in the Easement Area.

The Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If the Company encounters any Pre-Existing Wastes, Company may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs and other objects.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition contained herein. No failure by the Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the Company to such interference nor shall it be deemed a waiver of the Company's right to remove any such interference without further notice or compensation to Grantor.

No amendment, modification or supplement to this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof, nor any approval of the Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company.

The provisions of this Easement shall run with, be binding on and burden the Easement Area, and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives,

successors, and assigns of Grantor and the Company. “Grantor” shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements and stipulations between Grantor and the Company as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document titled “Electric Transmission Line Easement”, and an Exhibit A containing a legal description or depiction of the Easement Area, and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “Addendum”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the Company and Grantor. This Easement has been drafted as a joint effort between the Company and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the Company nor Grantor may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Easement was drafted by a particular party.

Signature page follows.



Sheet 1 of 2

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
MITCHELL CREEK SUBSTATION
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 5, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, described as follows:

Beginning on the south Right of Way Line of Interstate 70, described in Reception Number 250012, Garfield County Records, from which the center one-quarter corner of said Section 5 bears N39°53'54"E, 1254.37 feet;

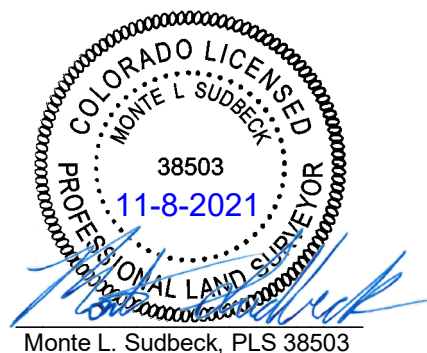
thence S03°45'38"W, 313.38 feet, to the north Right of Way Line of the Union Pacific Railroad, described in Reception Number 250011, Garfield County Records;
thence N73°58'50"W, 61.40 feet, along said north line;
thence N04°45'38"E, 355.80 feet, to said south Right of Way line of Interstate 70;
thence S41°07'20"E, 77.40 feet, along said south line;
thence S79°47'20"E, 5.41 feet, along said south line, to the Point of Beginning.

Containing 19,945 square feet (0.458 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the east line of the southwest one-quarter (SW1/4) of said Section 5, which is assumed to bear S03°15'04"W.

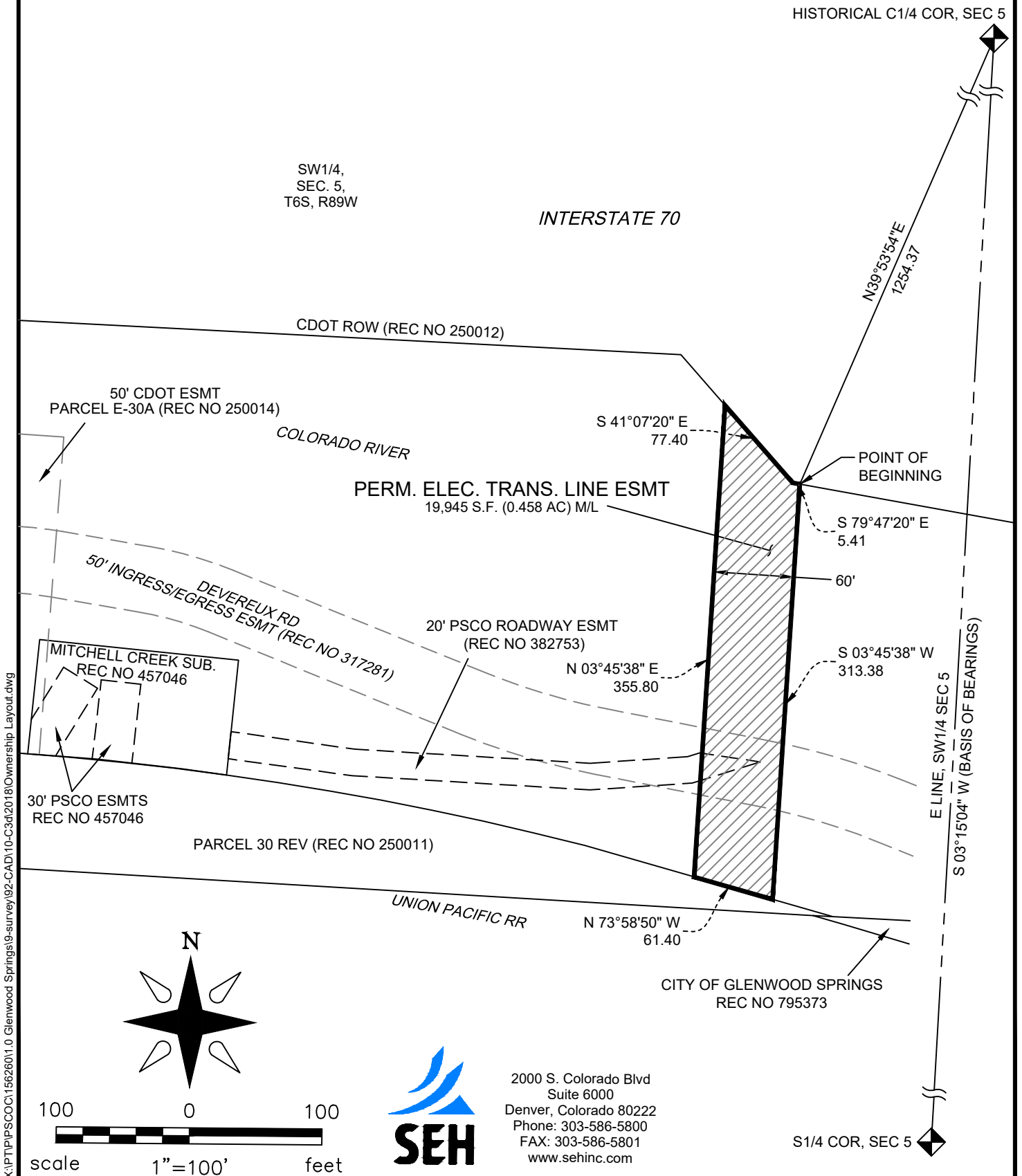
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



After recording, return to:
Public Service Company of Colorado
1800 Larimer St., Ste. 400
Denver, CO 80202
Attn: Manager, Siting & Land Rights

Doc. No.: _____
Agent: _____

ELECTRIC TRANSMISSION LINE EASEMENT (the “Easement”)
(Aerial / Overhang)

The undersigned (“**Grantor**”), for good and valuable consideration, the receipt and adequacy of which is acknowledged, hereby grants, sells, conveys and confirms to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation (the “**Company**”), its successors and assigns, a perpetual, non-exclusive easement for the transmission and distribution of electricity and related communication signals above, over, and across the property described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Area**”).

Together with full right and authority to the Company, its successors, assigns, licensees and its and their contractors, agents, employees and invitees, to: (1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith and evolutions thereof (collectively, the “**Facilities**”); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities. The Company shall not place or construct poles, towers, boxes, support structures or other Facilities on the surface of the Easement Area, provided that this provision does not prohibit or limit the aboveground location of overhead facilities, (including wires and cross arms), or the placement of poles, towers, boxes or support structures on the surface of the Easement Area on a temporary basis during the maintenance, repair or replacement of the Company’s Facilities within the Easement Area, or the undergrounding of the Facilities as set forth below. Company will use commercially reasonable efforts to arrange its Facilities in such a manner as to not cause an unreasonable interference with Grantor’s use and maintenance of its streets and rights-of-way.

No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or trailers) shall be placed or permitted to remain on, under or over the Easement Area by Grantor. No other objects shall be erected, placed or permitted to remain on, under or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement.

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or otherwise interfere with the Company’s use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company’s Facilities or with Company’s use of the Easement Area (as defined in the Easement). Prior to installation of any improvement

within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any recommendations of, or conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

The Company shall promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the Company, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the Company.

Grantor shall disclose to the Company any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the Company assess the risks of working in the Easement Area.

The Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If the Company encounters any Pre-Existing Wastes, Company may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs and other objects.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition contained herein. No failure by the Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the Company to such interference nor shall it be deemed a waiver of the Company's right to remove any such interference without further notice or compensation to Grantor.

No amendment, modification or supplement to this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof, nor any approval of the Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company.

The provisions of this Easement shall run with, be binding on and burden the Easement Area, and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives,

successors, and assigns of Grantor and the Company. “Grantor” shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements and stipulations between Grantor and the Company as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement.

This Easement consists of the document titled “Electric Transmission Line Easement”, and an Exhibit A containing a legal description or depiction of the Easement Area, and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “Addendum”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the Company and Grantor. This Easement has been drafted as a joint effort between the Company and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the Company nor Grantor may hereafter be entitled to a presumption that any portion of this Easement should be construed either for or against a particular party or contend that this Easement was drafted by a particular party.

Signature page follows.



Sheet 1 of 2

**EXHIBIT A – DONEGAN RD
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 5, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Donegan Road, lying in the City of Glenwood Springs, described as follows:

Beginning on the south line of that Tract of land described in Reception Number 335038, Garfield County Records, also being the north line of Donegan Road, from which the center one-quarter corner of said Section 5 bears N82°41'43"E, 758.61 feet;

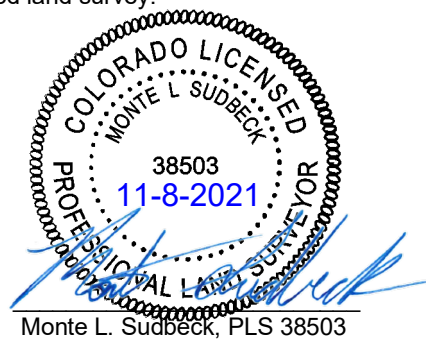
thence S04°32'29"W, 57.92 feet, to the north line of that Parcel of land described in Reception Number 345412, Garfield County Records;
thence N71°18'43"W, 61.88 feet, along said north line;
thence N04°32'29"E, 57.90 feet, to said south line;
thence S71°19'55"E, 61.87 feet, along said south line, to the Point of Beginning.

Containing 3,475 square feet (0.080 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the east line of the southwest one-quarter (SW1/4) of said Section 5, which is assumed to bear S03°15'04"W.

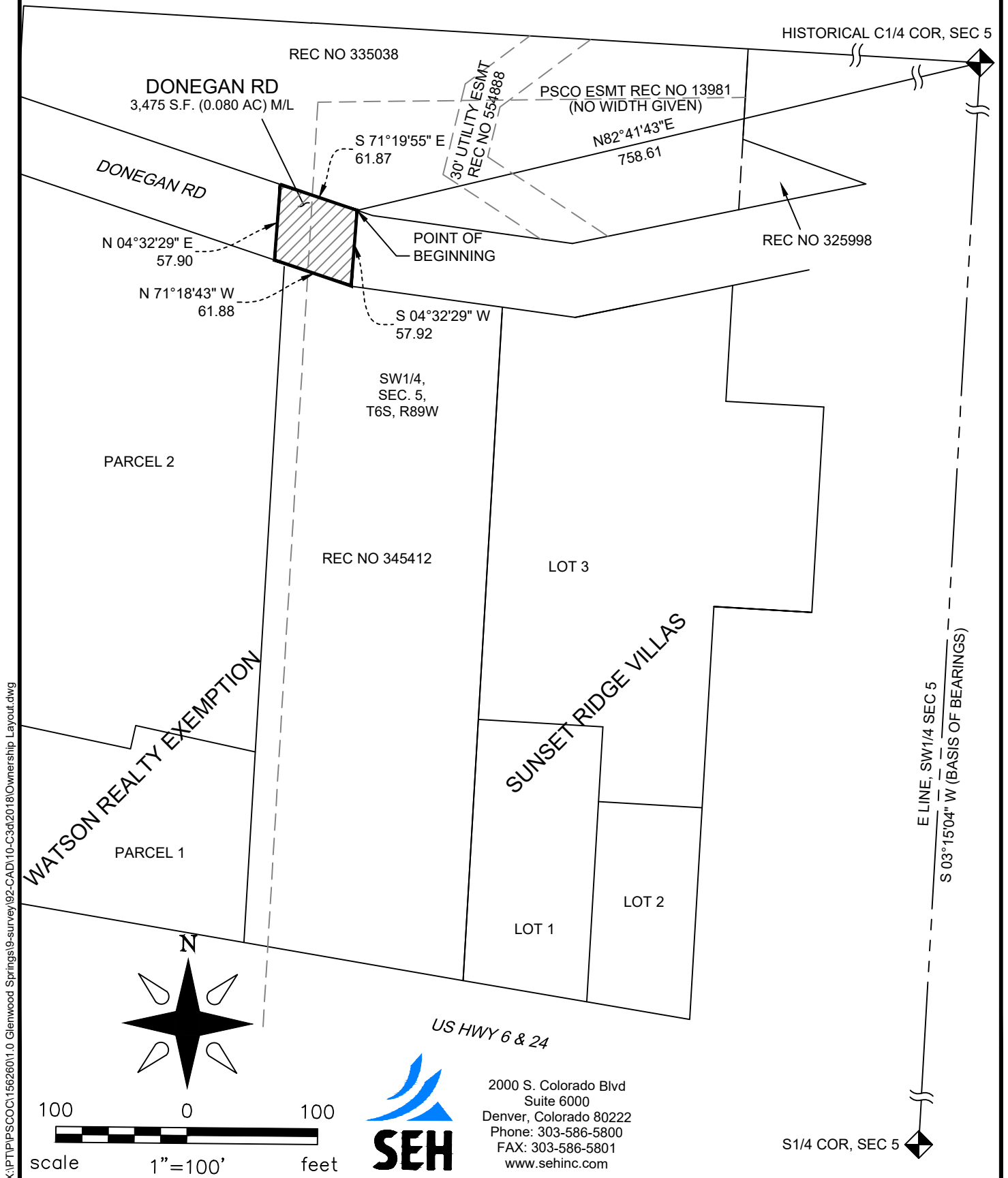
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - DONEGAN RD PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – HILL ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Hill Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the south line of Hill Street, from which the north one-quarter corner of said Section 9 bears N56°15'59"W, 2572.88 feet;

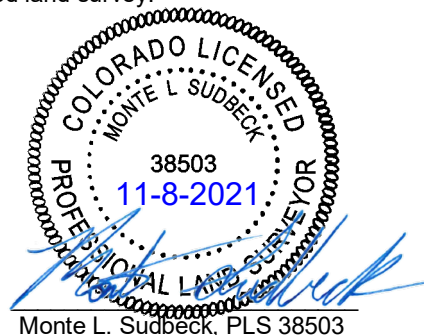
thence S86°54'53"E, 60.00 feet, along said south line;
thence N03°06'39"E, 35.00 feet, to the north line of Hill Street;
thence N86°54'53"W, 60.00 feet, along said north line;
thence S03°06'39"W, 35.00 feet, to the Point of Beginning.

Containing 2,100 square feet (0.048 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

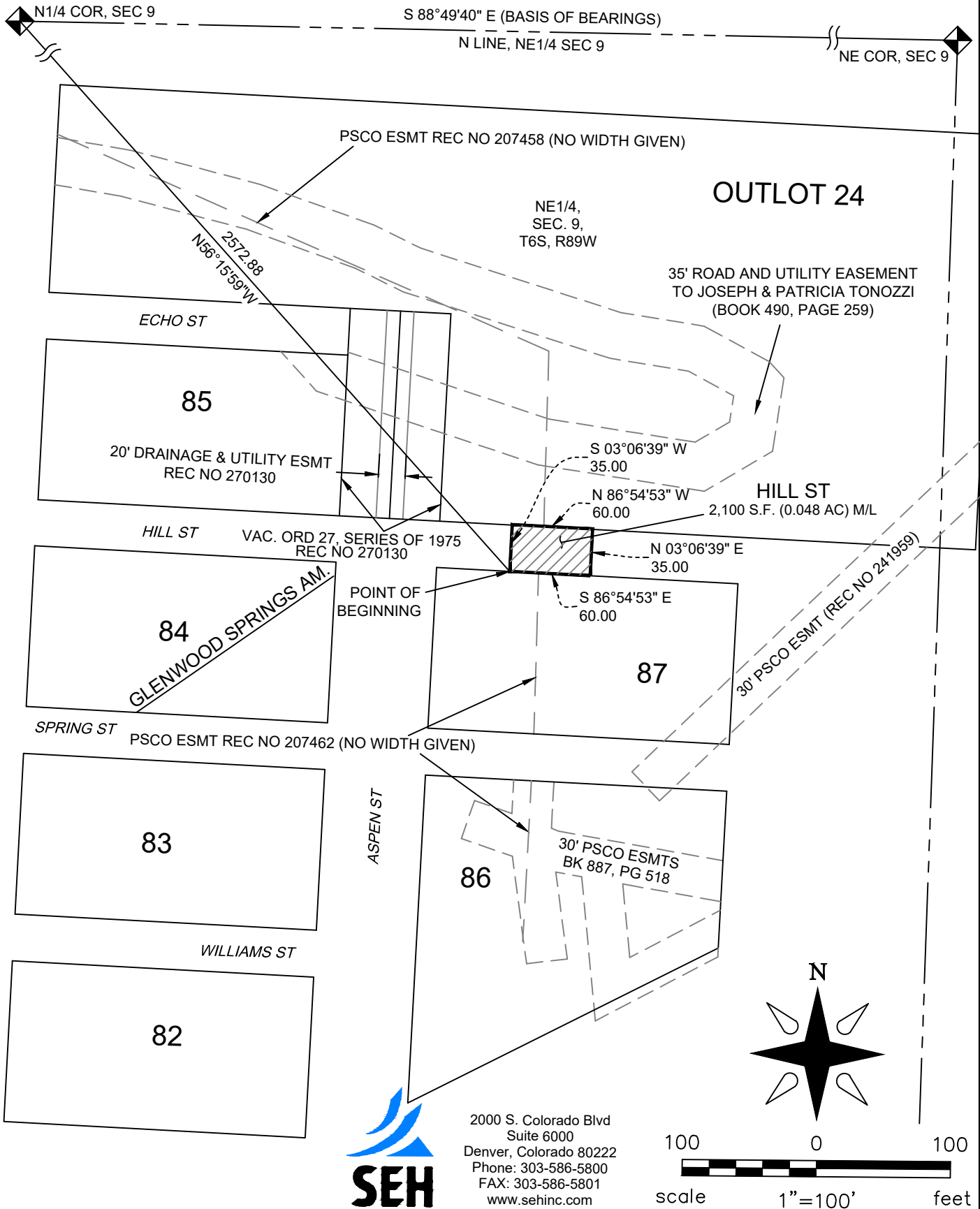
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - HILL ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

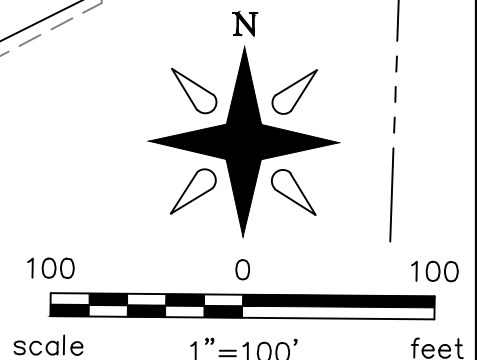
SHEET 2 OF 2



X:\PT\PS\CO\1562601.0 Glenwood Springs\9-survey\92-CAD\10-C3d\2018\Ownership Layout.dwg



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – NORTH ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of North Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the north line of North Street, from which the north one-quarter corner of said Section 9 bears N53°44'33"W, 973.76 feet;

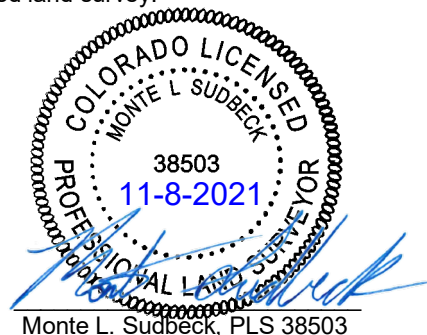
thence N86°56'51"W, 158.70 feet, along said north line;
thence S64°44'00"E, 92.58 feet, to the south line of North Street;
thence S86°56'51"E, 158.70 feet, along said south line;
thence N64°44'00"W, 92.58 feet, along said west line, to the Point of Beginning.

Containing 5,555 square feet (0.128 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - NORTH ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

N1/4 COR, SEC 9 S 88°49'40" E (BASIS OF BEARINGS)
N LINE, NE1/4 SEC 9 NE COR, SEC 9

N53°44'33"W
973.76

NE1/4,
SEC. 9,
T6S, R89W

OUTLOT 13

N 86°56'51" W
158.70

POINT OF BEGINNING

N 64°44'00" W
92.58

S 64°44'00" E
92.58

S 86°56'51" E
158.70

NORTH ST
5,555 S.F. (0.128 AC) M/L

67

VACATED 1ST STREET
(ORD 28, SERIES OF 2018)
REC NO 915315

20' RESERVATION FOR UTILITY ESMT

LAUREL ST

GLENWOOD SPRINGS AM.
66

VACATED 1ST STREET
(ORD 28, SERIES OF 2018)
REC NO 915315

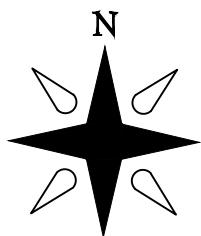
MAPLE ST

1ST ST

68

PINE ST

2ND ST



100 0 100



scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222
DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Notary Public



Sheet 1 of 2

**EXHIBIT A – OLIVE ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Olive Street and Second Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the north line of Second Street, from which the north one-quarter corner of said Section 9 bears N56°12'14"W, 1649.59 feet;

thence S86°56'51"E, 140.85 feet, along said north line, to the east line of Olive Street;
thence S03°03'09"W, 57.36 feet, along said east line;
thence N64°47'14"W, 152.08 feet, to the Point of Beginning.

Containing 4,040 square feet (0.093 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on January 31, 2023, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - OLIVE ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

N 1/4 COR, SEC 9 S 88°49'40" E (BASIS OF BEARINGS) N LINE, NE 1/4 SEC 9 NE COR, SEC 9

OUTLOT 14

OUTLOT 23

PINE ST

N 56°12'14" W
1649.59

OLIVE ST
4,040 S.F. (0.093 AC) M/L

(NO WIDTH GIVEN)
PSCO ESMT REC NO 207458

POINT OF
BEGINNING — 2ND ST

N 64°47'14" W
152.08

76

GLENWOOD SPRINGS AM.

15'X15' TRACT
(REC NO 246429)

NE 1/4,
SEC. 9,
T6S, R89W

OLIVE ST

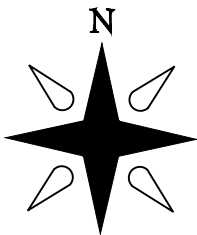
S 03°03'09" W
57.36

(NO WIDTH GIVEN)
PSCO ESMT REC NO 207458

ECHO ST

77

CHESTNUT ST



100 0 100



scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

X:\PT\p\SCOC\156260\1.0 Glenwood Springs\9-survey\92-CAD\10-C3d\2018\Ownership Layout.dwg

After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

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HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – SPRING ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Spring Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the north line of Spring Street, from which the north one-quarter corner of said Section 9 bears N54°01'17"W, 2636.03 feet;

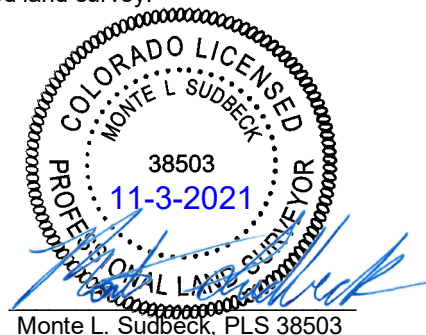
thence S86°54'53"E, 60.00 feet, along said north line;
thence S03°06'39"W, 35.00 feet, to the south line of Spring Street;
thence N86°54'53"W, 60.00 feet, along said south line;
thence N03°06'39"E, 35.00 feet, to the Point of Beginning.

Containing 2,100 square feet (0.048 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 3, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - SPRING ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

S 88°49'40" E (BASIS OF BEARINGS)

N1/4 COR, SEC 9

N LINE, NE1/4 SEC 9

NE COR, SEC 9

OUTLOT 24

NE1/4,
SEC. 9,
T6S, R89W

35' ROAD AND UTILITY EASEMENT
TO JOSEPH & PATRICIA TONOZZI
(BOOK 490, PAGE 259)

ECHO ST

85

N54°01'17"W
2636.03

20' DRAINAGE & UTILITY ESMT
REC NO 270130

HILL ST

84

GLENWOOD SPRINGS AM.

SPRING ST

PSCO ESMT REC NO 207462
(NO WIDTH GIVEN)

83

WILLIAMS ST

ASPEN ST

VAC. ORD 27, SERIES OF 1975
REC NO 270130

87

N 03°06'39" E
35.00

S 86°54'53" E
60.00

30' PSCO ESMT (REC NO 241959)

SPRING ST

2,100 S.F. (0.048 AC) M/L

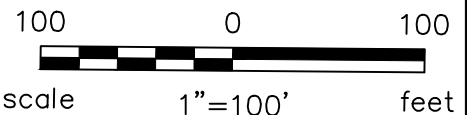
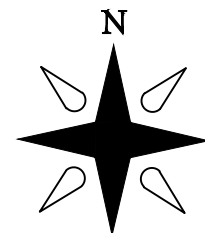
S 03°06'39" W
35.00

POINT OF
BEGINNING

N 86°54'53" W
60.00

86

30' PSCO ESMTS
BK 887, PG 518



X:\PT\PS\CO\1562601.0 Glenwood Springs\9-survey\92-CAD\10-C3d\2018\Ownership Layout.dwg



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222
DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – 1ST ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of 1st Street and Pine Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning at the northeast corner of Block 68, AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, from which the north one-quarter corner of said Section 9 bears N55°31'11"W, 1387.10 feet;

thence S03°03'09"W, 24.63 feet, along the east line of said Block 68;
thence S64°47'14"E, 80.12 feet, to the east line of Pine Street;
thence N03°03'09"E, 64.79 feet, along said east line;
thence N64°47'14"W, 66.46 feet, to the north line of First Street;
thence N86°56'51"W, 159.92 feet, along said north line;
thence S64°49'43"E, 92.95 feet, to the north line of said Block 68;
thence S86°56'51"E, 61.16 feet, along said north line, to the Point of Beginning.

Containing 8,422 square feet (0.193 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on January 31, 2023, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

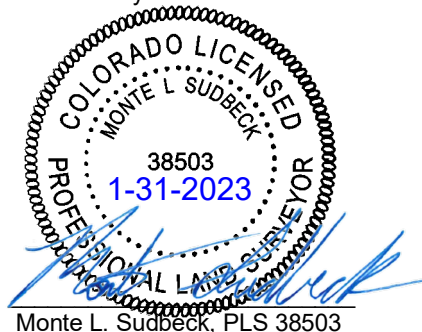


EXHIBIT A - 1ST ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

N1/4 COR, SEC 9 S 88°49'40" E (BASIS OF BEARINGS)
N LINE, NE1/4 SEC 9 NE COR, SEC 9

NE1/4,
SEC. 9,
T6S, R89W

OUTLOT 13

67

VACATED MAPLE STREET
(ORD 28, SERIES OF 2018)
REC NO 915315

20' RESERVATION FOR UTILITY ESMT

LAUREL ST

GLENWOOD SPRINGS AM.
66

VACATED 1ST STREET
(ORD 28, SERIES OF 2018)
REC NO 915315

MAPLE ST

1ST ST

8,422 S.F. (0.193 AC) M/L

N 86°56'51" W
159.92

N 64°47'14" W
66.46

1ST ST

S 64°49'43" E
92.95

S 86°56'51" E
61.16

POINT OF BEGINNING
S 03°03'09" W
24.63

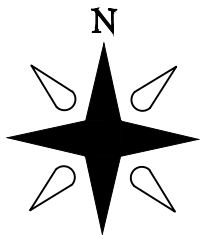
68

S 64°47'14" E
80.12

2ND ST

N 03°03'09" E
64.79

PINE ST



100 0 100



scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

After recording, return to:
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Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – CHESTNUT ST
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Chestnut Street and Echo Street as shown on the AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the north line of Echo Street, from which the north one-quarter corner of said Section 9 bears N57°37'18"W, 1976.96 feet;

thence S86°56'51"E, 134.99 feet, along said north line, to the east line of Chestnut Street;
thence S03°03'09"W, 54.52 feet, along said east line;
thence N64°57'13"W, 145.59 feet, to the Point of Beginning.

Containing 3,680 square feet (0.084 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on January 31, 2023, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - CHESTNUT ST PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

N1/4 COR, SEC 9 S 88°49'40" E (BASIS OF BEARINGS)
N LINE, NE1/4 SEC 9 NE COR, SEC 9

OUTLOT 14

OUTLOT 23

PINE ST

PSCO ESMT REC NO 207458
(NO WIDTH GIVEN)

2ND ST

76

GLENWOOD SPRINGS AM.

OLIVE ST

15'X15' TRACT
(REC NO 246429)

NE1/4,
SEC. 9,
T6S, R89W

(NO WIDTH GIVEN)
PSCO ESMT REC NO 207458

ECHO ST POINT OF BEGINNING

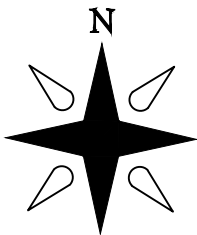
CHESTNUT ST
3,680 S.F. (0.084 AC) M/L

S 86°56'51" E
134.99

N 64°57'13" W
145.59

S 03°03'09" W
54.52

CHESTNUT ST



100 0 100



scale 1"=100' feet



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After recording, return to:
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Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222
DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

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HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

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Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

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Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

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GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
BLOCK 86
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the northeast one-quarter (NE1/4) of Section 9, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of Block 86, AMENDED MAP OF THE TOWN OF GLENWOOD SPRINGS, (Rec. No. 0933) Garfield County Records, described as follows:

Beginning on the north line of said Block 86, at the northeast corner of that 30 foot wide PSCo Easement described in Book 887, Page 518, Garfield County Records, from which the north one-quarter corner of said Section 9 bears N53°52'28"W, 2689.81 feet;

thence S86°54'53"E, 50.18 feet, along said north line;
thence S05°03'33"W, 41.95 feet, to the north line of said PSCo Easement;
thence N79°50'46"W, 43.53 feet, along said north line;
thence N67°22'16"W, 5.87 feet, along said north line;
thence N03°04'26"E, 34.60 feet, along the east line of said PSCo Easement, to the Point of Beginning.

Containing 1,923 square feet (0.044 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northeast one-quarter (NE1/4) of said Section 9, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 3, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

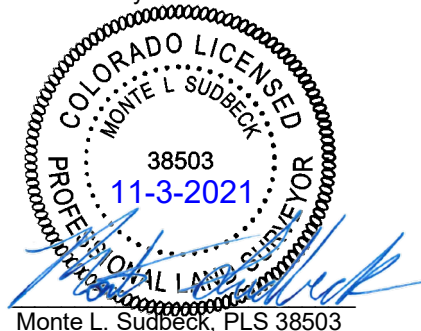


EXHIBIT A - THE CITY OF GLENWOOD SPRINGS BLOCK 86 PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2

S 88°49'40" E (BASIS OF BEARINGS)

N1/4 COR, SEC 9

N LINE, NE1/4 SEC 9

NE COR, SEC 9

OUTLOT 24

PSCO ESMT REC NO 207458 (NO WIDTH GIVEN)

35' ROAD AND UTILITY EASEMENT
TO JOSEPH & PATRICIA TONOZZI
(BOOK 490, PAGE 259)

ECHO ST

85

2689.81
N53°52'28"W

20' DRAINAGE & UTILITY ESMT
REC NO 270130

HILL ST

84

GLENWOOD SPRINGS AM.

VAC. ORD 27, SERIES OF 1975
REC NO 270130

87

POINT OF
BEGINNING

30' PSCO ESMT (REC NO 241959)

SPRING ST

PSCO ESMT REC NO 207462
(NO WIDTH GIVEN)

PERM. ELEC. TRANS. ESMT
1,923 S.F. (0.044 AC) M/L

83

ASPEN ST

L1

L5

L4

L3

L2

86

30' PSCO ESMTS
BK 887, PG 518

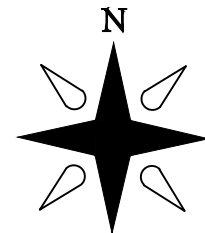
WILLIAMS ST

PARCEL LINE DATA

SEGMENT	DIRECTION	LENGTH
L1	S 86°54'53" E	50.18
L2	S 05°03'33" W	41.95
L3	N 79°50'46" W	43.53
L4	N 67°22'16" W	5.87
L5	N 03°04'26" E	34.60



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



100 0 100
scale 1"=100' feet

After recording, return to:
Public Service Company of Colorado
1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Right
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 4, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of that Tract of land described in Reception Number 562980, Garfield County Records, described as follows:

Beginning at the easterly corner of Lot 1, GRASMERE MINOR SUBDIVISION, Garfield County Records, from which the south one-quarter corner of said Section 4 bears S68°11'16"E, 1522.67 feet;

thence N30°44'08"W, 66.28 feet, along the east line of said Lot 1;
thence N16°25'44"E, 2.84 feet, along said east line;
thence S59°02'59"E, 55.89 feet, to the west line of Traver Trail, described in Reception Number 321427, Garfield County Records;
thence along a non-tangent curve to the left, having a radius of 345.00 feet, a central angle of 5°42'14", a length of 34.35 feet and a chord that bears S25°40'04"W, 343 feet, along said west line, to the Point of Beginning.

Containing 1,015 square feet (0.023 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southwest one-quarter (SW1/4) of said Section 4, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

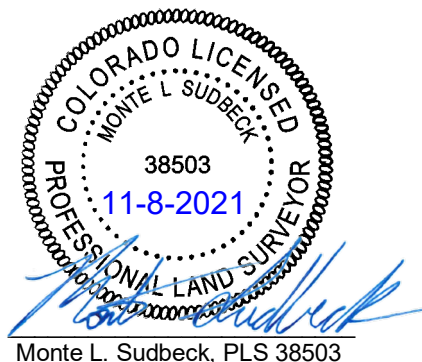
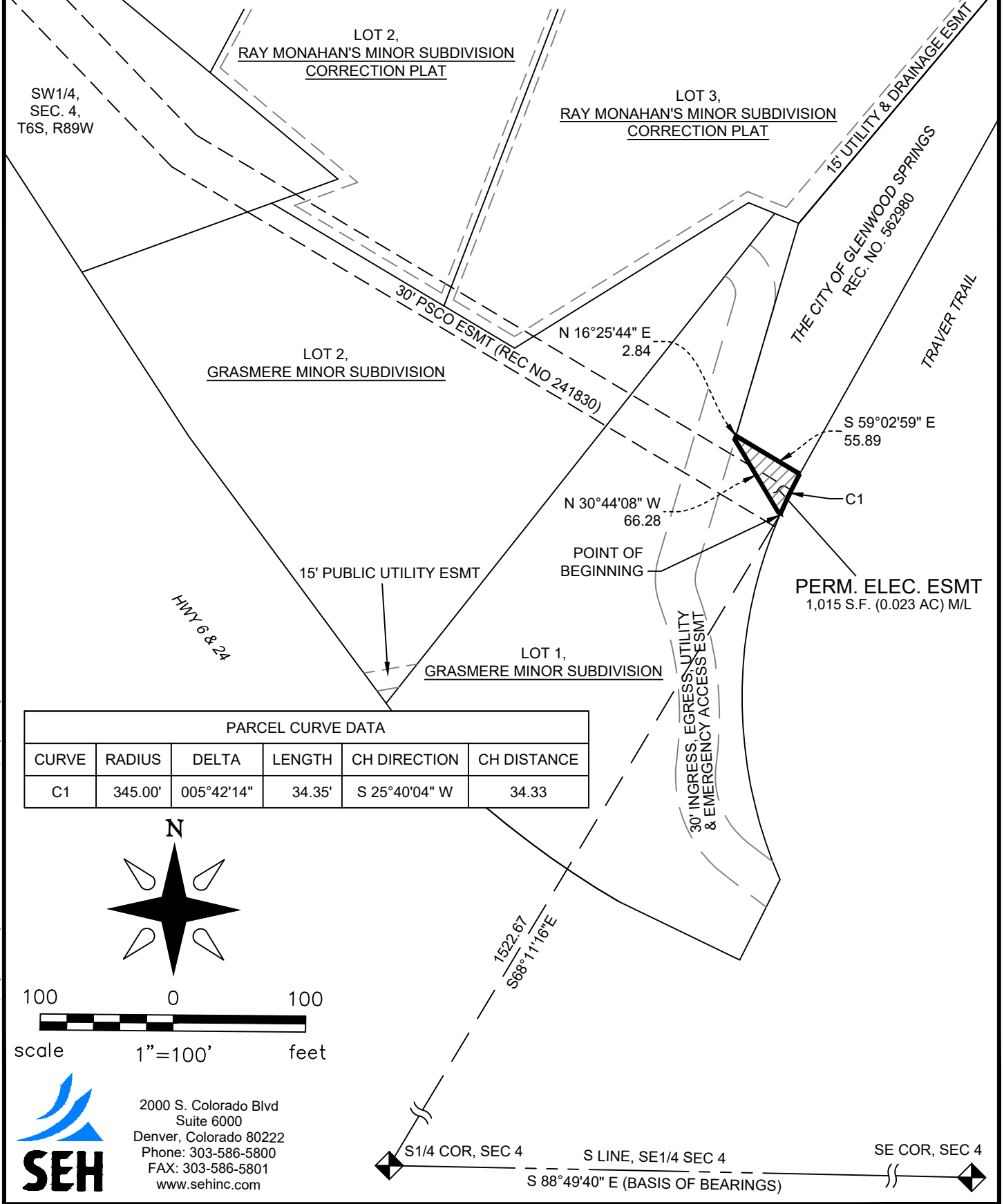


EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



X:\PT\PS\COC\1562601.0 Glenwood Springs\9-survey\92-CAD\10-C3d\2018\Ownership Layout.dwg

After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
OPEN SPACE, OASIS CREEK SUBDIVISION FILING #2
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 4, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of the Open Space Lot, OASIS CREEK SUBDIVISION FILING #2 (Reception Number 318680), Garfield County Records, described as follows:

Beginning at the southwest corner of said Open Space Lot, from which the south one-quarter corner of said Section 4 bears S63°13'56"E, 2402.85 feet;

thence N03°39'51"W, 80.49 feet, along the west line of said Open Space Lot;

thence S43°51'23"E, 70.84 feet, to the east line of said Open Space Lot;

thence S16°15'09"W, 29.23 feet, along said east line;

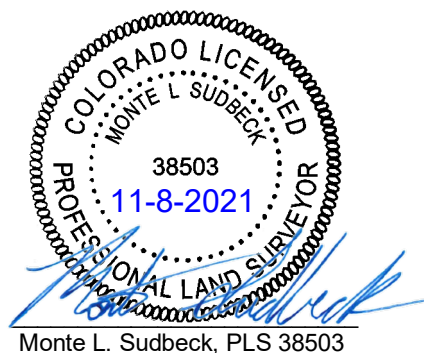
thence S88°06'40"W, 35.78 feet, along the south line of said Open Space Lot, to the Point of Beginning.

Containing 2,337 square feet (0.054 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southeast one-quarter (SE1/4) of said Section 4, which is assumed to bear S88°49'40"E.

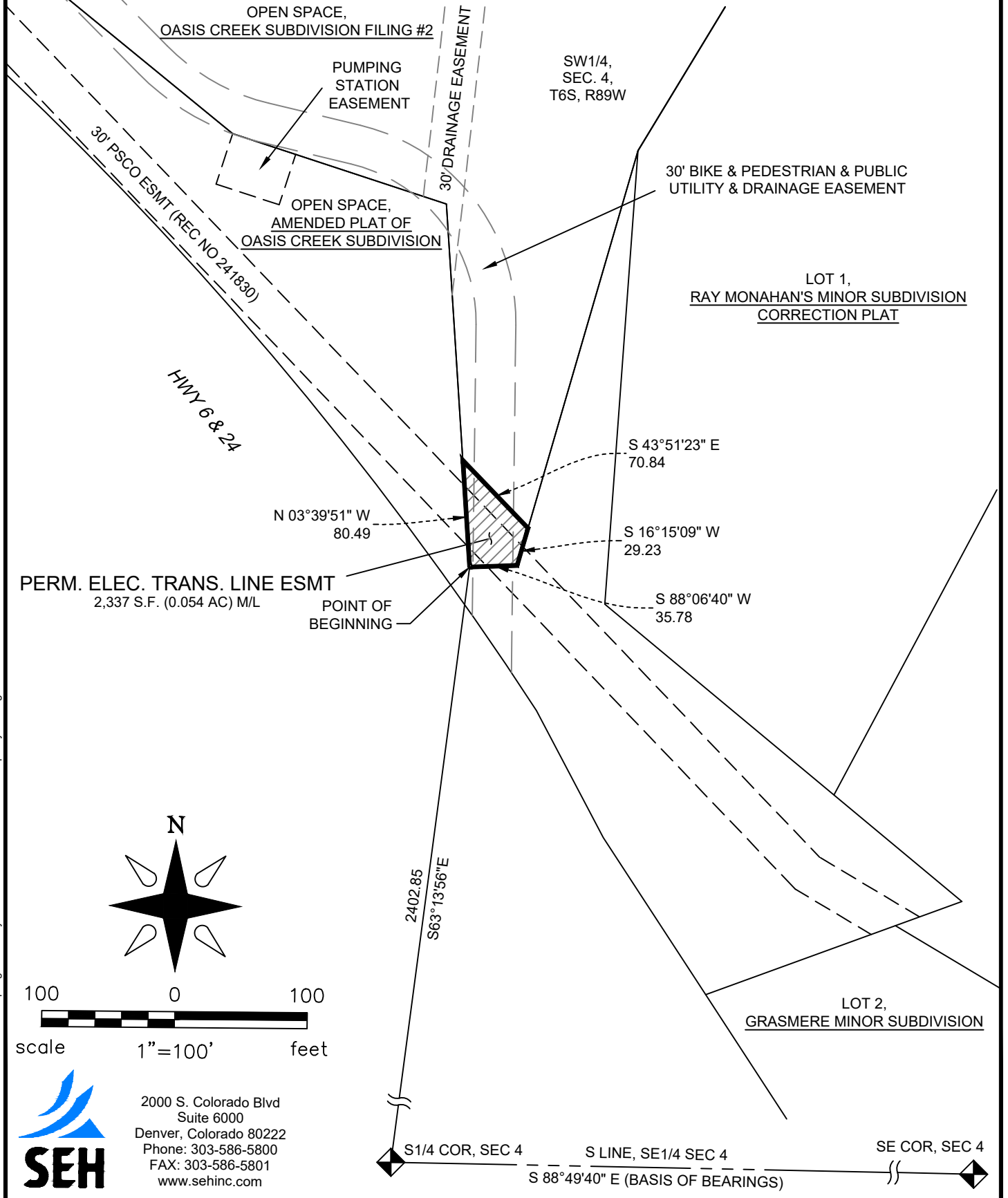
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



After recording, return to:
Public Service Company of
Colorado 1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

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(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

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Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

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No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Notary Public



Sheet 1 of 3

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
OPEN SPACE, AMENDED PLAT OF OASIS CREEK SUBDIVISION
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 4 and the southeast one-quarter (SE1/4) of Section 5, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, being a portion of the Open Space Lot, AMENDED PLAT OF OASIS CREEK SUBDIVISION (Reception Number 318676), Garfield County Records, described as follows:

Beginning on the southeast line of said Open Space Lot, from which the south one-quarter corner of said Section 4 bears S66°44'33"E, 2024.19 feet;

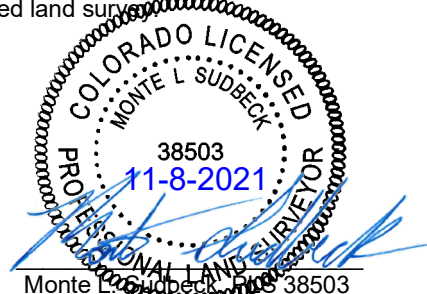
thence N58°32'08"W, 67.85 feet;
thence N44°04'27"W, 220.90 feet;
thence N43°51'23"W, 204.70 feet, to the southwest line of said Open Space Lot;
thence along a non-tangent curve to the left, having a radius of 2656.50 feet, a central angle of 12°27'23", a length of 577.54 feet and a chord that bears N43°42'26"W, 576.40 feet, along said southwest line;
thence 50°00'41"W, 7.04 feet, along said southwest line;
thence N43°42'02"W, 299.01 feet, to the northwest line of said Open Space Lot;
thence N63°38'36"E, 62.86 feet, along said northwest line;
thence S43°42'02"E, 554.37 feet;
thence S43°51'23"E, 336.98 feet, to the east line of said Open Space Lot;
thence S03°39'51"E, 80.49 feet, along said east line;
thence N88°06'40"E, 35.78 feet, along the north line of said Open Space Lot;
thence N16°15'09"E, 29.23 feet, along the west line of said Open Space Lot;
thence S43°51'23"E, 105.91 feet;
thence S44°04'27"E, 213.18 feet;
thence S58°32'08"E, 108.02 feet, to said southeast line;
thence S69°59'52"W, 76.70 feet, along said southeast line, to the Point of Beginning.

Containing 74,251 square feet (1.705 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southeast one-quarter (SE1/4) of said Section 4, which is assumed to bear S88°49'40"E.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



X:\PT\PI\PSCOC\156260\1.0 Glenwood Springs\9-survey\93-doc\15-proposed-desc\City of GS\Oasis Creek AM OS.docx

2000 S Colorado Blvd, Suite 6000, Denver, CO 80222

SEH is an equal opportunity employer | www.sehinc.com | 303.586.5800 | 303.586.5801 fax

EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 3

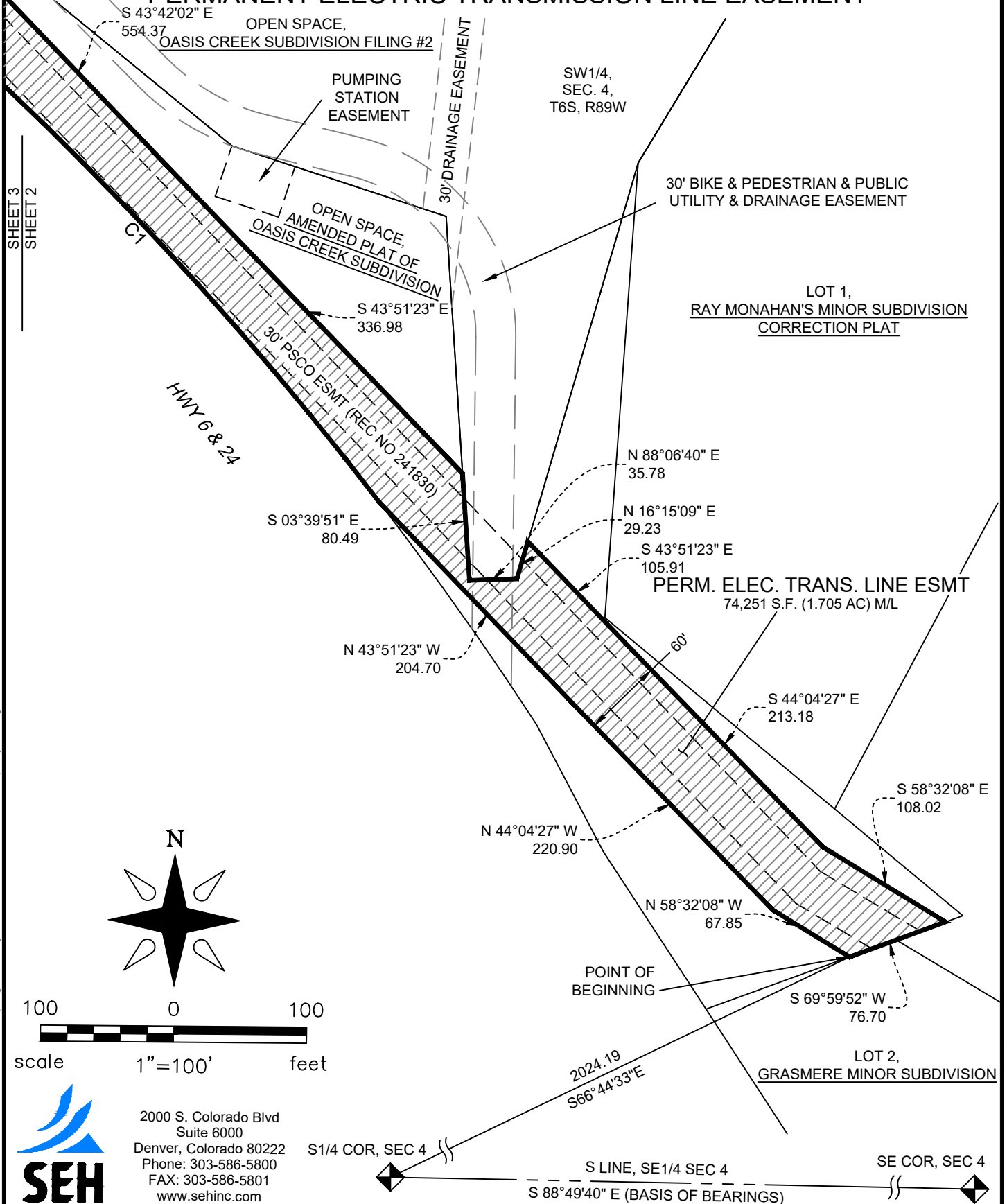


EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 3 OF 3

LOT 30, BLOCK 1,
OASIS CREEK SUBDIVISION AMENDED

N 63°38'36" E
62.86

OPEN SPACE,
AMENDED PLAT OF
OASIS CREEK SUBDIVISION

SW1/4,
SEC. 4,
T6S, R89W

60'
N 43°42'02" W
299.01

N 50°00'41" W
7.04

SE1/4,
SEC. 5,
T6S, R89W

S 43°42'02" E
554.37

30' BIKE & PEDESTRIAN & PUBLIC
UTILITY & DRAINAGE EASEMENT

OPEN SPACE,
OASIS CREEK SUBDIVISION FILING #2

PERM. ELEC. TRANS. LINE ESMT
74,251 S.F. (1.705 AC) M/L

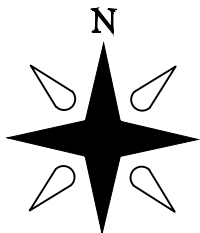
PUMPING
STATION
EASEMENT

30' DRAINAGE EASEMENT

S 43°51'23" E
336.98

HWY 6 & 24

SHEET 3
SHEET 2



100 0 100

scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

PARCEL CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CH DIRECTION	CH DISTANCE
C1	2656.50'	012°27'23"	577.54'	N 43°42'26" W	576.40

After recording, return to:
Public Service Company of Colorado
1800 Larimer St, #400
Denver, CO 80202
Attn: Sitting and Land Rights
Manager

DIVISION: PSCo
LOCATION: Garfield County

ROW AGENT: Jay
DESCRIPTION AUTHOR: Short
Elliott Hendrickson Inc.
AUTHOR ADDRESS: 2000 South
Colorado Boulevard, Suite 6000,
Denver, CO 80222

DOC. NO.
PLAT/GRID NO. 2455
WO/JO/CREG NO.: 800002096381

ELECTRIC TRANSMISSION LINE EASEMENT

THE CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipality ("Grantor"), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the "Company" or the "Grantee"), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the "Easement Area"),

Together with the full right and authority in the Company and its agents, employees and contractors to:
(1) enter the Easement Area at all times to survey, mark and sign the Easement Area or the Facilities (as defined below), and to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the "Facilities"); (2) cut, fell, remove, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (3) use the Easement Area for reasonable access for personnel, equipment and vehicles to and from the Facilities.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this "Easement").

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with, endanger the Facilities or interfere with the Company's use of the Easement Area as provided for herein.

Provided that Grantor follows the procedures set forth in this paragraph for review and approval by Company engineers, Grantor may hereafter utilize portions of the Easement Area to install improvements, provided such improvements do not interfere with or endanger any of Company's Facilities or with Company's use of the Easement Area (as defined in the Easement). Prior to installation of any improvement within the Easement Area, Grantor will: (a) make a formal submittal to Company via email at coloradorightofway@xcelenergy.com or any replacement encroachment request portal in use by Company of an "Encroachment Application" as well as a plan and profile, grading plan, and any other plans that identify and depict the precise location, soil cut/fill, height/width/length dimensions, materials, etc. associated with its proposed improvement, and (b) adhere to any conditions to approval imposed by the Company transmission engineers as part of that submittal and review process (which customarily takes approximately 20 business days for initial review and feedback).

No failure by Company to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of Grantee to such interference nor shall it be deemed a waiver of Company's right to remove any such interference without further notice or compensation to Grantor. No waiver by Company of any provision hereof, nor any approval of Company required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of Company.

Grantor shall disclose to Company any waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Grantor shall be responsible for any costs to manage, transport, or dispose of any waste materials that Company encounters during installation, relocation, or maintenance of the Facilities in the Easement Area. Company shall not assume, and Grantor shall retain its obligation to comply with all applicable environmental laws and regulations, including federal or state reporting requirements related to such waste materials.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects.

No amendment, modification or supplement of this Easement shall be binding on either party unless made in writing and executed by an authorized representative of the Company and Grantor. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land, and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled “Electric Transmission Line Easement” and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively “Addendum”) is authorized by the parties, and no Addendum shall be effective and binding upon the parties unless executed by an authorized representative of the parties. Notwithstanding the foregoing, nothing herein shall grant, modify, or otherwise affect land use approvals pursuant to the Glenwood Springs Municipal Code, as may be amended.

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of THE CITY OF GLENWOOD SPRINGS.

Witness my hand and official seal.

Notary Public



Sheet 1 of 2

**EXHIBIT A – THE CITY OF GLENWOOD SPRINGS
MITCHELL CREEK SUBSTATION
PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT**

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 5, Township 6 South, Range 89 West, of the 6th Principal Meridian, County of Garfield, State of Colorado, described as follows:

Beginning on the south Right of Way Line of Interstate 70, described in Reception Number 250012, Garfield County Records, from which the center one-quarter corner of said Section 5 bears N39°53'54"E, 1254.37 feet;

thence S03°45'38"W, 313.38 feet, to the north Right of Way Line of the Union Pacific Railroad, described in Reception Number 250011, Garfield County Records;

thence N73°58'50"W, 61.40 feet, along said north line;

thence N04°45'38"E, 355.80 feet, to said south Right of Way line of Interstate 70;

thence S41°07'20"E, 77.40 feet, along said south line;

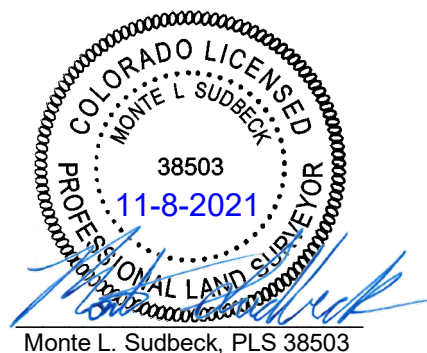
thence S79°47'20"E, 5.41 feet, along said south line, to the Point of Beginning.

Containing 19,945 square feet (0.458 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the east line of the southwest one-quarter (SW1/4) of said Section 5, which is assumed to bear S03°15'04"W.

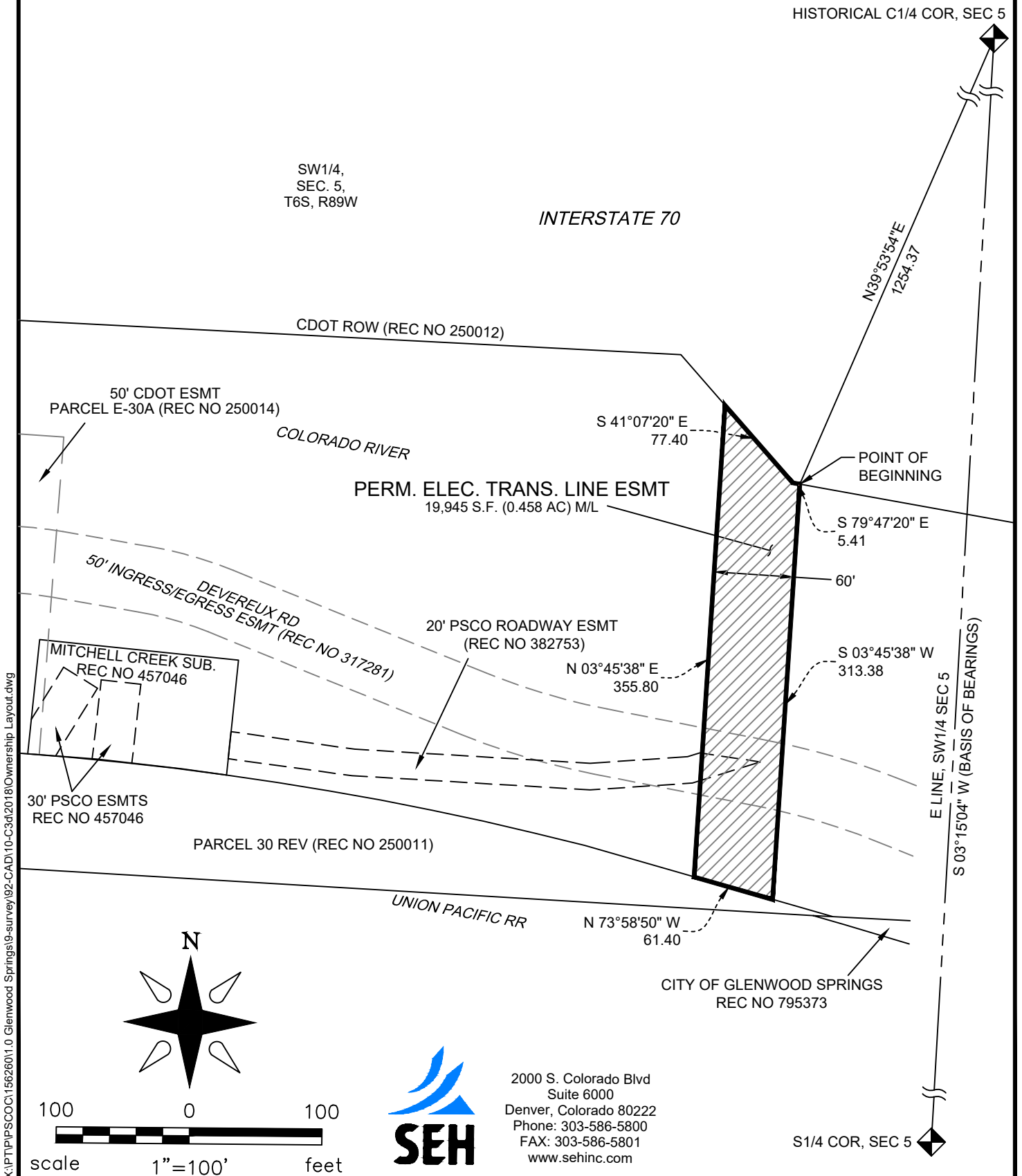
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on November 8, 2021, under Job No. 156260-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - THE CITY OF GLENWOOD SPRINGS PERMANENT ELECTRIC TRANSMISSION LINE EASEMENT

SHEET 2 OF 2



City of Glenwood Springs

Re: Public Service Company of Colorado (“PSCo”) Electric Transmission Line Easement

Side Letter for Electric Transmission Line Easement

To Whom It May Concern:

The City of Glenwood Springs, Colorado, a Colorado home rule municipality (“Grantor”) and PSCo (as “Grantee”) have entered into or will enter into that certain electric transmission line easement (“Easement”) covering that specific parcel of real estate as described on Exhibit A to the Easement (the “Easement Area”) and the parties wish to set forth their mutual understanding with respect to issues not addressed in the Easement.

This supplemental letter agreement (herein referred to as “letter agreement”) sets forth our agreement regarding certain matters concerning the Easement. This letter agreement shall not be recorded or filed in the real estate records of Garfield County, Colorado, or any other public records. In the event Grantor (or any party claiming by, through or under Grantor, including any successor-in-interest to Grantor), records or files this letter agreement in any public records, then PSCo shall have the cumulative rights and remedies to immediately cease and terminate any on-going rights and protections offered to Grantor hereunder and the right to seek any other available remedy at law or in equity. Capitalized terms used in this letter agreement, and not otherwise defined herein, shall have the meanings given to them in the Easement.

PSCo and Grantor further expressly acknowledge and agree as follows:

A. Personal Rights. The rights and benefits afforded to Grantor under this letter agreement are personal to Grantor and in the event of transfer of Grantor’s fee interest in the Easement Area, the obligations of PSCo and the rights and benefits in favor of Grantor shall immediately cease and terminate.

B. Indemnification. Grantee shall be responsible to pay for or repair any damage to Grantor’s property caused by the negligent acts or omissions of the Grantee, or any party acting on the Grantee’s behalf or for Grantee’s benefit (the “Grantee Parties”) that occurs during the term of the Easement. The Grantee shall not be responsible for damage or injury arising from the negligence or willful misconduct of Grantor, Grantor’s invitees or permittees, or parties acting on Grantor’s behalf or for Grantor’s benefit.

C. Remedies. In the event a party is in default of its obligations hereunder, before seeking relief, the non-defaulting party will deliver written notice thereof to defaulting party and defaulting party will have ten (10) days following receipt of such written notice to cure such default thereafter, or if such default cannot be cured within such ten (10) day period, a reasonable period of time (not to exceed forty-five (45) days) so long as the defaulting party diligently pursues the cure. If the alleged breaching party does not timely cure (or properly dispute) the alleged breach after the required notice, then the non-breaching party shall be entitled to pursue all legal and equitable remedies, including but not limited to an action for specific performance.

D. Electronic Signatures. Any signature generated by a party hereto by a customarily recognized form of electronic signature (e.g. DocuSign, Adobe Sign, HelloSign, SignEasy, KeepSolid Sign) or any signature transmitted using any customary delivery method for electronic signatures (e.g. facsimile, .pdf, scan and email) shall be binding and recognized by the parties hereto as original.

If the foregoing accurately states our understanding, please sign a copy of this letter where indicated and return it to the undersigned's attention at:

Public Service Company of Colorado

ATTN: Jennifer L. Chester
Manager, Siting & Land Rights
1800 Larimer Street, Suite 400
Denver, CO 80202

Regards,

Jennifer L. Chester

Manager, Siting and Land Rights, of Xcel Energy Services Inc., as Authorized Agent of Public Service Company of Colorado

The undersigned Grantor acknowledges and agrees to the terms and conditions of this letter agreement.

GRANTOR:

**The City of Glenwood Springs, Colorado,
a Colorado home rule municipality**

By: _____
Name: _____
Title: _____

April __, 2024

David and Carol Hauter
101 Maple Street
Glenwood Springs, CO 81601



RE: **Consent to Execute PSCo Transmission Line Easement**

Dear Mr. and Mrs. Hauter,

Thank you for your request for consent to execute a transmission line easement with the Public Service Company of Colorado ("PSCo"). The City of Glenwood Springs has reviewed the conservation easement encumbering your property recorded in the Garfield County Clerk and Recorder's Office at Reception No. 815316 and the conservation values protected by such instrument. The City concludes that the proposed transmission line easement will not interfere with the conservation values protected by the conservation easement and so grants consent for you to execute the transmission line easement with PSCo.

Sincerely,

Steve Boyd
City Manager



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item:	Airport Lease and Concession Agreement
Action Requested:	Approve lease form and business terms with direction to staff to negotiate Exhibit A leased premises based on final South Bridge alignment
Department:	Attorney
Presented By:	Karl Hanlon, Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development Preserve and Improve Infrastructure
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:	The user group has established a non-profit entity with which to hold the lease and terms have been finalized.
Fiscal Impact:	The City will receive a nominal share of gross revenues from fuel sales and leases, and will recover the \$200,000 loaned by the Capital Projects Fund to complete the fuel station installation with a 3.5% interest rate.
Legal Review:	Legal has approved.
Staff Recommendation:	Staff supports this lease.

City of Glenwood Springs Airport
Minimum Standards for Aeronautical Activities

1. DEFINITIONS

- 1.1. **Aeronautical Activity.** Any activity conducted on airport property that involves the operation of an aircraft, makes the operation of an aircraft possible, or contributes to or is required for the safe operation of aircraft. The following activities are among those considered to be aeronautical activities within this definition:
- 1.1.1. Charter operations
 - 1.1.2. Pilot training
 - 1.1.3. Aircraft rental
 - 1.1.4. Sightseeing
 - 1.1.5. Aerial surveying
 - 1.1.6. Agricultural aircraft operation
 - 1.1.7. Air carrier operations (both airline passenger and air cargo)
 - 1.1.8. Aircraft sales and service
 - 1.1.9. Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
 - 1.1.10. Repair and maintenance of aircraft
 - 1.1.11. Sale of aircraft parts
 - 1.1.12. Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.
- 1.2. **Agreement.** A contract executed between the airport and any entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement must be in writing, executed by both parties, and enforceable by law.
- 1.3. **Aircraft.** Any device used or intended to be used for flight in the air.
- 1.4. **Aircraft Maintenance.** The repair, adjustment, or inspection of Aircraft. “Major Repairs”- major alterations to airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” - normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment of Aircraft and accessories.
- 1.5. **Airport.** Any land owned, land under easement, or land controlled by the City of Glenwood Springs in support of operation of the Glenwood Springs Municipal Airport, and includes without limitation fixtures, roadways, parking areas, utilities, structures, runways, taxiways, ramps and aprons.
- 1.6. **Airport Manager.** the person duly authorized by the City of Glenwood Springs to exercise responsibility for the administration, maintenance, operation, protection and

supervision of the Airport, property, equipment, regardless of such person's title within City government.

- 1.7. **City, or Glenwood Springs.** City of Glenwood Springs, Colorado, the Glenwood Springs Municipal Airport owner, governed by the City Council of the City of Glenwood Springs.
- 1.8. **CFR.** Code of Federal Regulations.
- 1.9. **Fixed Base Operator or FBO.** A commercial business granted the right by the City to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction.
- 1.10. **Improvements.** All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs, and landscaping on, under or above any Airport area.
- 1.11. **Lease.** A contractual agreement between the City and a person as defined herein, granting use of a defined Airport area for a specified term, and establishing use conditions. The lease must be in writing, executed by both parties and enforceable by law.
- 1.12. **Minimum Standards.** The criteria established by an airport owner as the minimum requirements that must be met by Operators in order to engage in aeronautical activities or provide related services.
- 1.13. **Operator.** Means a person based on the Airport using the Airport for aeronautical activities.
- 1.14. **Person.** Any tenant, individual, firm, corporation, association, partnership or organization, either formal or informal.
- 1.15. **Sublease.** A lease granted by an Airport lessee to another entity of all or part of the property leased from the City, whether on a sole or joint lease basis.
- 1.16. **Through the Fence or Off-Airport Access.** Through the fence operations are those activities permitted by an airport sponsor by a written agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property.
- 1.17. **Unicom.** A nongovernment air/ground radio communication station which may provide airport information at public use airports. The Common Traffic Advisory Frequency (CTAF) at the Airport is 123.0.

2. INTRODUCTION

- 2.1. **Effective Date.** These Minimum Standards shall be in effect upon adoption by the Glenwood Springs City Council, unless repealed by the City. These Minimum Standards shall apply to all operations and activities at the Airport as of the date of adoption.
- 2.2. **Authority.** C.R.S. Sec. 41-4-204 provides, in part, that “[i]n connection with the erection or maintenance of any such airport or air navigation facilities, any city or town, or any municipal corporation, has the power and jurisdiction to ... provide rules and regulations covering the use of such airport and facilities and the use of other property or means of transportation within or over the airport...”
- 2.3. **Applicability.** The City of Glenwood Springs (“City”) owns and operates the Glenwood Springs Municipal Airport (“Airport”). These Minimum Standards specify the standards and/or requirements that must be met by any operator engaging in aeronautical activities at the Airport (“Operator”). No Operator shall be allowed to engage in aeronautical activities at the Airport under conditions that do not, in the Airport Manager’s sole discretion, fully comply with these Minimum Standards, unless an exemption or variance has been approved in writing by the Manager. These Minimum Standards shall apply to any use of Airport land or improvements for the purpose of engaging in aeronautical activities.
- 2.4. **Airport Manager Responsibilities and Authority.** The Airport Manager is responsible for the administration, maintenance, operation, protection and supervision of the Airport, property, and equipment. The City has authorized and directed the Manager to interpret, administer and enforce these Minimum Standards.
- 2.5. **Variance.** The Manager may, but is not obligated to, approve variances to these Minimum Standards when special conditions or unusual circumstances exist.
 - 2.5.1. Request for a variance must:
 - 2.5.1.1. State the specific provision(s) for which the variance is being sought;
 - 2.5.1.2. Describe the proposed variance;
 - 2.5.1.3. State the reason for the proposed variance, including any anticipated hardships resulting from strict enforcement of these standards;
 - 2.5.1.4. Identify the anticipated impact on the Airport and other entities including Operators, lessees, sublessees, users of the Airport, the City, and the public; and
 - 2.5.1.5. Identify the duration of the proposed variance.
 - 2.5.2. Prior to the approval or denial of a variance, the Manager shall conduct a review of all relevant information including the request for variance as well as any other information that may be requested or required by the Manager.
 - 2.5.3. In taking action on a request for variance, the Manager may grant the request only when it is determined that:
 - 2.5.3.1. Enforcement of specific provisions in these Minimum Standards will create an unnecessary hardship or practical difficulty in the intended use of the affected property;

- 2.5.3.2. The variance will not injure the existing or permitted use of adjacent conforming property; and
- 2.5.3.3. The granting of a variance is consistent with the purpose and intent of these Minimum Standards.
- 2.5.4. Approval or denial of a variance shall be determined by the Manager in their sole discretion. If approved, the variance shall only apply to the particular case for which the variance is granted. An approval by the Manager of a variance shall not serve to amend, modify, or alter these Minimum Standards or any existing Agreement.

2.6. Enforcement.

- 2.6.1. In the event an Operator fails to comply with these Minimum Standards, the Manager shall send a written statement of violation to such Operator at its last known address. The Operator shall have 30 calendar days from the date of notice within which to provide a response to the Manager explaining why the violation occurred and to advise the Manager that the violation has been corrected. If the Operator fails to cure the violation within such time, the Manager shall have the authority to suspend or revoke the Operator's privileges at the Airport, as the Manager deems necessary in order to obtain a correction of the violation. In the event such violation is not curable within 30 calendar days, the Operator shall have such additional time to effect a cure, as determined by the Manager. In addition, the Operator's record of any such violation shall be considered any time the Operator submits an application, seeks permission, or requests approval from the Manager.
 - 2.6.2. Any person who violates a provision of these Minimum Standards, Colorado statutes, or City ordinance may be required to pay a civil penalty up to \$500.00 per violation. In addition, a violation which compromises the health, safety or public enjoyment of the airport, or a pattern of violating which demonstrates disregard to the rights of the City or other airport users may result, after written notice and opportunity to be heard, in an order of the City Council which prohibits the violator from entry upon or use of the airport for a specific period of time or permanently.
- 2.7. **Hold Harmless.** Operators, Users, or Tenants affected by these Minimum Standards (including, but not limited to, the drivers and registered owners or motor vehicles using the public parking areas of the Airport shall indemnify and holding harmless the City, it's Council members, officers, agents, and employees, from and against and any and all liabilities, obligations, claims, damages, costs, and expenses, including attorney's fees, incurred by or asserted against the City, it's Council members, officers, agents, and employees, by any person or entity whatsoever, resulting from the acts, omissions or wrongful conduct, related to use or occupation of the airport or operations thereon of the Operator, User, Tenant, or such entity's City Council members, officers, partners, employees, agents, representatives, contractors, subcontractors, customers, attests, invitees, or any third party acting under its direction or control.

3. GENERAL REQUIREMENTS AND STANDARDS

- 3.1. **Airport Closure/Unsafe Activities.** The Airport Manager may close any portion of the Airport, terminate or restrict any activity thereon or prohibit aircraft operations and issue a NOTAM when it is determined continued operations may be unsafe.
- 3.2. **Compliance with Regulatory Measures.** Any person or entity occupying or using, engaging in an aeronautical activity on, or developing Airport land or improvements shall comply, at the person's or entity's sole expense, with all applicable regulatory measures including, without limitation, these Rules, and those of any other entity or agency having jurisdiction over the Airport.
- 3.3. **Nonaeronautical Uses Prohibited.** Facilities located upon the Airport, including but not limited to hangars, may only be used for storage and maintenance of aircraft and equipment related to aeronautical activities. Storage of any other equipment, including but not limited to campers, boats, recreational vehicles, household items, or other items that can be stored at a commercial storage facility is prohibited anywhere on the Airport.
- 3.4. **Parking.** Aircraft parking for more than 30 days, both tie down and hangar, is not authorized without a signed parking rental/lease agreement. Temporary permission may be granted by the Manager.
- 3.5. **Signage/Advertisements.** Advertisements, signs, notices, circulars, handbills may be posted or distributed only with the prior written permission of the Manager. The Manager has the right to remove any unauthorized signs or any such items.
- 3.6. **Special Events.** Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement, license or permit from the City.

4. SAFETY AND SECURITY

- 4.1. **Accidents or Incidents.** In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Manager, who shall report such to the City Council. Other appropriate notifications may include FAA and/or NTSB.
- 4.2. **General Conduct.** No person shall use, keep, or permit to be used or kept, any foul or noxious gas or explosive substance at the Airport, or permit the Airport to be occupied or used in a manner reasonably objectionable to other users.
- 4.3. **Fire/Open Flames.** The use of open flame space heaters is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any aircraft, fuel truck, fueling facility, or flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on

the Airport without an approved operational fire extinguisher nearby with a person trained in its proper usage present for the duration of any such activities.

- 4.4. **Fire Suppression.** Each hangar shall have available in an accessible location at least one operable, Fire Underwriter approved, ten pound or greater dry chemical fire extinguisher, maintained in accordance with local codes. FBO's and similar operators shall have appropriate types and number of extinguishers for their operation, located in readily apparent places.
- 4.5. **Hazardous Materials.** Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of large quantities of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than ten (10) gallons, except those fuels stored in internal aircraft fuel tanks for flight operations, shall not be stored at the Airport without the prior written permission of the Manager, which shall not be unreasonably withheld in the case of Commercial Operators or FBO. Fuels must be stored in accordance with any applicable local codes, regulations, and requirements for such storage.
- 4.6. **Hazardous Material Spills.** Any person who experiences spilling of more than a minimal amount of oil, grease, fuel, alcohol, glycol or any other hazardous material shall immediately call 911 and shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of emergency personnel.
- 4.7. **Compressed Gases.** Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder or tank being secured, except Aviators' Breathing Oxygen bottles installed in aircraft, portable bottles being hand-carried to aircraft for use in flight operations, or medically prescribed oxygen in use by an Airport patron. Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- 4.8. **Drugs/Alcohol, Under the Influence of.** No person under the influence of alcohol or illegal drugs shall enter or remain on the Airport.

5. NECESSARY AUTHORIZATIONS

- 5.1. **Written Agreement.** Prior to the commencement of an operation, the Operator shall be required to enter into a written agreement with the City authorizing operations and permitting the Operator's tenancy on the Airport. The conditions set forth in these Minimum Standards do not represent a complete recitation of the provisions to be included in the written agreement. The written agreement shall not, however, modify or be inconsistent with these Minimum Standards.
- 5.2. **Commercial Activities.** Commercial activity of any kind on the Airport requires the express prior written permission of the City through a specifically authorized agreement, lease, sublease, license, permit or written temporary permission; the payment of any required fees, and compliance with these Minimum Standards. Unless otherwise provided

therein, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

5.2.1. **Transient Commercial Activities.** With the exception of governmental operations, transient commercial operators who land, refuel or use the Airport in any manner shall not be required to enter into an agreement with the City, but shall pay a fee of \$50 per day.

5.3. **Through-the-Fence Activities.** All "Through-the-Fence" activities may be conducted only in accordance with written Permit with City of Glenwood Springs. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport's Minimum Standards, and such activities are generally to be discouraged.

5.4. **Ground Space, Facilities, and Accommodations**

5.4.1. The Operator shall lease from the City or sublease from another Operator sufficient ground space, buildings, facilities and accommodations for the proposed Aeronautical Activity. Leases between the City and the Operator shall be written in a form determined by the City and prepared by or approved by the Glenwood Springs City Attorney's Office. If the Operator proposes to sublease Premises from another Operator, Operator shall provide a copy of the proposed sublease to the City during the application process. An Operator based on the Airport by way of a sublease arrangement shall not commence operations at the Airport until the written agreement between the City and the Operator, referred to above, and the sublease are executed and filed with the City Clerk.

5.4.2. The proposed Premises shall include sufficient ground space, facilities, and accommodations for the Operator's proposed Aeronautical Activity, including at minimum, a paved walkway to accommodate pedestrian access and, when appropriate, a paved Aircraft apron with tie-down or hangar facilities within the Premises sufficient to accommodate the activities being performed.

5.4.3. Unless otherwise provided for in a written sublease between Operators, the Operator shall be responsible for utility costs, maintenance of all interior space and landscaped areas, and snow removal within ten feet of the perimeter of any structure, and trash removal from the premises.

5.4.4. Any new construction or alteration of existing improvements shall be subject to the Glenwood Springs Municipal Code and any other applicable governmental regulations.

5.4.5. Operator shall maintain the premises (including all related and associated appurtenances, facilities and equipment) in a neat, safe and orderly condition. Vegetation shall be kept under twelve (12) inches on premises.

5.4.6. Operator shall conduct its activities on and from the premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services in like markets.

5.5. **Licenses, Permits, Certifications and Ratings.** Any operator shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by City of Glenwood Springs or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager within 5 business days. Operators shall keep in effect and provide to the Airport Manager copies of all necessary or required licenses, permits, certifications, or ratings, excluding medical or other confidential information.

6. INSURANCE

6.1. The Operator shall procure and maintain insurance of the types and the minimum limits set forth in Exhibit A to these Minimum Standards. The insurance company with whom the Operator contracts shall be licensed to do business in the State of Colorado. The City shall be named as an additional insured, the policy shall include a waiver of subrogation, and the contract of insurance shall provide for ten (10) days notice to the City of changes in the policy and 30 days notice in the event of cancellation. Proof of insurance, in the form of Certificate(s) of Insurance and/or copies of the policy(s), shall be delivered to the Airport Administration office and shall be maintained as a public record in the files of the Airport Manager. Additional types and amounts of insurance may be required by the Airport Manager on a case-by-case basis.

6.2. When the Operator conducts more than one Aeronautical Activity, the minimum coverage limits required to insure the operations will vary depending upon the nature of the individual activities combined. The limits will not be cumulative in all instances; however, the Operator shall provide at least the minimum limits of insurance for all risk exposures.

6.3. **Failure to Produce Insurance.** Upon failure of the Operator to produce or maintain required insurance, the Manager, his or her sole discretion, may, upon ten (10) days written notice to Operator, procure or renew such insurance, pay any and all premiums in connection therewith, and the cost of any such insurance premiums shall be treated as additional rent.

6.4. **Notices.** All Operators conducting rental or sales of Aircraft, or flight training, shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the Operator, as well as a statement advising that additional

coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice(s) to the Airport Manager to be maintained as a public record in the files of the Airport Manager's.

7. AIRCRAFT OPERATIONS

- 7.1. **Unattended Aircraft.** No aircraft is to be left running while unattended.
- 7.2. **Starting, Parking, Positioning, or Taxiing.** Shall be done in such a manner so as not to cause propeller or jet blast that may result in injury to persons or damage to property. It is the operator's responsibility to ensure the aircraft is secure and is properly tied down or chocked when parked.
- 7.3. **Unicom.** All aircraft, if able, shall monitor the 123.0 CTAF frequency and announce taxi, takeoff, departure or landing intentions.

8. HELICOPTER OPERATIONS

- 8.1. **Helicopter Take-Off/Landing.** All helicopters at the Airport shall take off, taxi or park only from parking pads, ramps or airport taxiways and runways designated by the Airport Manager, who will also provide a marked Helicopter landing area for transients.
- 8.2. **Helicopter Operations.** Helicopters operators shall make a best effort to minimize rotor wash impacts to other Operators and aircraft.

9. SPECIALIZED AERONAUTICAL ACTIVITIES

- 9.1. **Agricultural Aircraft.** Agricultural aircraft used for pesticide application are not permitted at the Airport except in transit, or for repairs by the FBO with advance notice, unless approved by the City in writing, in the form of an agreement that covers presentation of all applicable pilot, aircraft and operations credentials and assurance that all regulatory standards for loading, handling and storage are met. Washing of agricultural aircraft is not permitted except with prior written City permission and in compliance with all regulations, including state and federal environmental regulations and standards of the U.S. Department of Agriculture.
- 9.2. **Motorless Aircraft.** Hot air balloon operations, parachute drops, banner or glider towing, use of motorless Aircraft, and aeronautical transport of radioactive or Hazardous Materials are prohibited without prior written approval from the Airport Manager, based on safety concerns of coordinated Airport use. Approval may be granted, under scheduling guidelines, by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

- 9.3. **Model Aircraft and Drones.** Except as authorized and regulated by law or FAA regulation, it shall be unlawful for any person to launch any Model Aircraft or Drone on or from the Airport. The City may, in its sole discretion, allow model aircraft airshows or flights, with proper advance NOTAMS from the Airport Manager.

10. AIRCRAFT FUEL

- 10.1. **Fueling.** All fueling operations on the Airport shall be in accordance with the directives of the Glenwood Springs Fire Department, the Uniform Fire Code. Persons engaged in the fueling of aircraft shall exercise care to prevent overflow of fuel and shall be responsible for the immediate cleanup if spillage should occur. During fueling or de-fueling, when ground points are available, the aircraft and the dispensing apparatus shall both be grounded. Fueling or de-fueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified as required by law.
- 10.2. **Prohibited Activities.**
- 10.3. No aircraft shall be fueled while an engine is running (“hot fueling”) unless prior authorization has been received from Airport Management.
- 10.4. No aircraft shall be fueled or de-fueled during an electrical storm that is within close proximity of the Airport.
- 10.5. Starting an aircraft when there is any flammable liquid posing a fire hazard on the aircraft or on the ground in the immediate vicinity of the aircraft is prohibited.
- 10.6. Only qualified personnel shall be permitted to defuel any aircraft.
- 10.7. **Permit.** Except for fuels stored in internal aircraft fuel tanks for flight operations, fuels in quantities greater than ten (10) gallons shall only be stored on the Airport by persons having written permission from the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve facilities.
- 10.8. **Use of Incendiary Devices.** Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

11. AIRCRAFT MAINTENANCE

- 11.1. **Non-commercial Aircraft Maintenance.** Aircraft maintenance of a non-commercial nature, may be performed at tie downs and in individual hangars, on personal aircraft, by aircraft owners or their employees in accord with these Minimum Standards. Aircraft owners may hire a qualified individual to provide services for Owner's personal non-commercial Aircraft, providing this individual, if not a direct employee, but as an independent contractor, provides written evidence of liability insurance satisfactory to the City, is doing such work on an occasional and not on a continuing basis, and adheres to Airport Minimum Standards.
- 11.2. **Commercial Aircraft Maintenance.** Aircraft maintenance of a commercial nature is only permitted by written agreement with the City and including proof of sufficient liability insurance for such activities.
- 11.3. **Small-scale Manufacturing.** Small-scale one at a time aircraft manufacturing, such as homebuilt and experimental aircraft for the builder's personal education, hobby, or use, is permitted provided the process complies with all FAA and other applicable codes and regulations. All other aircraft manufacturing on the Airport is prohibited.
- 11.4. **Aircraft Painting.** Aircraft painting, stripping, doping, and refinishing shall be performed only in accord with local codes.
- 11.5. **Emergency Maintenance.** Major maintenance by anyone on ramps, in tie down areas, and hangar area taxiways is prohibited; provided, however, the Manager may grant temporary permission for emergency repairs.

12. MOTOR VEHICLES

- 12.1. **Air Operations Area.** The Airport Manager may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.
- 12.2. **Vehicle Licensing and Equipment.** All vehicles shall meet proper state licensing, registration, and inspection requirements.
- 12.3. **Vehicles Hauling Loose Material.** Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping, especially in movement areas.

KGWS MINIMUM STANDARDS - INSURANCE REQUIREMENTS

Please highlight or circle all applicable insurance requirements (activity/services provided, type of automobile liability, and largest aircraft)

	Base Operator (FBO)	Maintenance Services Operator (MSO)	Avionics Instruments Services Operator (AISO)	Aircraft Rental Services Operator (ARSO) Flight Training Services Operator (FTSO)	Aircraft Management Services Operator (AMSO) Aircraft Charter Services Operator (ACSO)	Aircraft Storage Services Operator (AST)	Other Aeronautical Services Operator (OASO)	Temporary Specialized Aviation Service Operator (TSASO)	Non-Commercial Lessee or Tie- Down	Self-Fueling Activities
GENERAL LIABILITY (Combined Single Limit)										
Each Occurrence	\$2,000,000 Premises, Products,& Completed Operations	\$1,000,000 Premises, Products,& Completed Operations	\$1,000,000 Premises, Products,& Completed Operations	\$1,000,000 Premises	\$1,000,000 Premises	\$1,000,000 Premises	\$1,000,000 Premises	\$1,000,000	Must maintain Aircraft and Passenger Liability Coverage	\$1,000,000
AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence)										
	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$250,000	\$1,000,000
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated)										
SE Piston Group I	Each Aircraft	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
	Each Occurrence	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Group I	Each Aircraft	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Group I	Each Aircraft	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turboprop Group II	Each Aircraft	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Aircraft Premises aka "in and around aircraft", Each Occurrence, Each Passenger)										
SE Piston Group II	Each Aircraft				\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000	
	Each Passenger				\$100,000		\$100,000	\$100,000	\$100,000	
ME Piston Group I	Each Aircraft				\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000	
	Each Passenger				\$100,000		\$100,000	\$100,000	\$100,000	
Turboprop/Group I & II					\$5,000,000		\$5,000,000	\$5,000,000	\$5,000,000	
POLLUTION LEGAL LIABILITY AND REMEDIATION (bodily injury, property damage, personal injury and environmental site restoration, including fines and penalties)										
Applicable to above ground fuel storage tanks, mobile refueling vehicles, fueling and or refueling operations	\$2,000,000									
WORKERS COMPENSATION – Required - Limits Based Upon Statutory Requirements										

* Group I and II categories are FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Glenwood Springs Airport Financial Pro-Forma

Revenue	Increase	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fuel Sales	5.0%	\$240,000	\$252,000	\$264,600	\$277,830	\$291,722	\$306,308	\$321,623	\$337,704	\$354,589	\$372,319
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		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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=>		\$284,500	\$298,405	\$312,992	\$328,296	\$344,351	\$361,194	\$378,864	\$397,403	\$416,852	\$437,256

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%	\$163,200	\$171,360	\$179,928	\$188,924	\$198,371	\$208,289	\$218,704	\$229,639	\$241,121	\$253,177
Credit Card Fee	1.0%	\$4,800	\$5,040	\$5,292	\$5,557	\$5,834	\$6,126	\$6,432	\$6,754	\$7,092	\$7,446
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%	\$33,600	\$35,280	\$37,044	\$38,896	\$40,841	\$42,883	\$45,027	\$0	\$0	\$0
Revenue Share	5.0%	\$2,845	\$2,987	\$3,137	\$3,293	\$3,458	\$3,631	\$3,813	\$4,003	\$4,203	\$4,414
Total Expenses=>		\$281,745	\$295,392	\$309,704	\$326,311	\$342,132	\$358,724	\$376,124	\$397,095	\$416,852	\$437,256
Net Income=>		\$2,755	\$3,013	\$3,288	\$1,985	\$2,219	\$2,470	\$2,740	\$50,307	\$52,981	\$55,794

Glenwood Springs Airport Financial Pro-Forma

Revenue	% Increase	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fuel Sales	5.0%	\$240,000	\$252,000	\$264,600	\$277,830	\$291,722	\$306,308	\$321,623	\$337,704	\$354,589	\$372,319
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		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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=>		\$284,500	\$298,405	\$312,992	\$328,296	\$344,351	\$361,194	\$378,864	\$397,403	\$416,852	\$437,256
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%	\$163,200	\$171,360	\$179,928	\$188,924	\$198,371	\$208,289	\$218,704	\$229,639	\$241,121	\$253,177
Credit Card Fee	1.0%	\$4,800	\$5,040	\$5,292	\$5,557	\$5,834	\$6,126	\$6,432	\$6,754	\$7,092	\$7,446
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											
Loan Repayment		\$33,600	\$35,280	\$37,044	\$38,896	\$40,841	\$42,883	\$15,607	\$0	\$0	\$0
Revenue Share		\$2,845	\$2,984	\$3,130	\$3,283	\$3,444	\$3,612	\$3,789	\$19,870	\$20,843	\$21,863
Total Expenses=>		\$281,745	\$295,389	\$309,698	\$326,301	\$342,117	\$358,704	\$346,681	\$362,962	\$380,510	\$398,912
Net Income=>		\$2,755	\$3,016	\$3,295	\$1,995	\$2,234	\$2,490	\$32,184	\$34,440	\$36,341	\$38,345
Fund Balance=>		\$2,755	\$5,771	\$9,066	\$11,061	\$13,295	\$15,784	\$47,968	\$82,409	\$118,750	\$157,095
Revenue share is 1% of gross revenue until loan is paid, then 5% for 3 years, then 10%											
Beginning Balance*		\$214,245	\$188,144	\$159,449	\$127,985	\$93,569	\$56,002	\$15,080	\$0	\$0	\$0
Add: Interest	3.5%	\$7,499	\$6,585	\$5,581	\$4,479	\$3,275	\$1,960	\$528	\$0	\$0	\$0
Less: Loan Repayment**	50%	\$33,600	\$35,280	\$37,044	\$38,896	\$40,841	\$42,883	\$15,607	\$0	\$0	\$0
Ending Balance		\$188,144	\$159,449	\$127,985	\$93,569	\$56,002	\$15,080	\$0	\$0	\$0	\$0

*Beginning balance assumes 3.5% interest accrued in 2022 and 2023

**Loan repayment is 50% of net fuel sales minus credit card fees; ends when outstanding balance is zero

AIRPORT LEASE AND CONCESSION AGREEMENT

This LEASE AND CONCESSION AGREEMENT is made this ____ day of _____ 2024, between THE CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality, (the “City”), and KGWS Airpark, Inc., a Colorado nonprofit corporation (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 a percentage of gross income as set forth in the chart below, 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.

<u>Percentage of Gross Income</u>	<u>Lease Year</u>
<u>1%</u>	<u>Until General Fund Loan repaid</u>
<u>5%</u>	<u>3 years starting in first calendar year following repayment</u>
<u>10%</u>	<u>Remainder of Initial Term and renewal terms</u>

OR

<u>Percentage of Gross Income</u>	<u>Lease Year</u>
<u>1%</u>	<u>2024-2030</u>
<u>5%</u>	<u>2031-2035</u>
<u>7.5%</u>	<u>2036-2040</u>
<u>10%</u>	<u>2040-2044</u>

b. Prior to the effective date of this Lease, the City spent \$200,000 from its general fund to improve the Premises for Airport operations (the “General Fund Loan”). The parties agree that the General Fund Loan, plus interest at the rate of 3.5% per annum, will be repaid by Lessee on an annual basis in the amount of 50% of annual net fuel sales less credit card fees (the “Loan Payment”) Estimated Loan Payments based on projected fuel sales is set forth on **Exhibit B** to this Lease for illustrative purposes only. The Loan Payment shall be paid in arrears annually on or before February 1st of each year until the General Fund Loan has been paid in full.

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 _____ 2024, and end on the ____ day of _____ 2044 (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 twice, each for a period not to exceed ten years, on the condition that Lessee is not in default hereunder at the time of such renewal. 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 or renewal term, as applicable, stating Lessee's desire to exercise its first right of refusal and the duration of the renewal term. 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.

j. Lessee agrees to reserve one seat on its board of directors for a City representative to be appointed by the City Council. The City representative shall have full and equal authority to all other board members' authorities.

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** (the "Minimum Standards"). From and after the Effective Date, Lessee may

amend the Minimum Standards with the consent of the City, which consent shall not be unreasonably withheld.

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 subleases 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 temporarily close the airport or portion thereof in connection with the construction or installation of public improvements that do not materially interfere with the operations of the airport and this agreement. The City will provide at least five days' notice to Lessee prior to start of such construction and temporary

closure and use good faith efforts to reopen the airport or portion thereof as soon as practicable.

e. 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. Lessee 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. Provided that construction of South Bridge does not require alteration of the Premises in a manner that materially interferes with the operations of or shorten the runway for the airport, the Parties agree to negotiate in good faith to amend Exhibit A to this agreement to accommodate the approved construction plans for the same.

b. Provided that the proposed location and construction of South Bridge does not materially interfere with the operations of or shorten the runway for the airport, 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:

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

To Lessee:

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

EXHIBIT A

[to be added]

EXHIBIT B

Illustrative Loan Payments

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Balance*		\$214,245	\$188,144	\$159,449	\$127,985	\$93,569	\$56,002	\$15,080	\$0	\$0	\$0
Add: Interest	3.5%	\$7,499	\$6,585	\$5,581	\$4,479	\$3,275	\$1,960	\$528	\$0	\$0	\$0
Less: Loan Repayment**	50%	\$33,600	\$35,280	\$37,044	\$38,896	\$40,841	\$42,883	\$15,607	\$0	\$0	\$0
Ending Balance		\$188,144	\$159,449	\$127,985	\$93,569	\$56,002	\$15,080	\$0	\$0	\$0	\$0

*Beginning balance assumes 3.5% interest accrued in 2022 and 2023

**Loan repayment is 50% of net fuel sales minus credit card fees; ends when outstanding balance is zero

1

¹ Note: beginning loan balance subject to further discussion



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 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
April 4, 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
April 4, 2024

Agenda Item: Council Social Event Location

Action Requested: In accordance with the Colorado Open Meetings Act, Council will give the location of where some members plan to meet after the meeting.

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
April 4, 2024

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: