



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
MAY 15, 2025
101 W. 8TH STREET
6:15 p.m.

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

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

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us.

Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

WORK SESSION

3:00	Elected Officials Training by Sam Light from Colorado Intergovernmental Risk Sharing Agency	Information/Discussion
4:15	Traffic Speed Cameras	Information/Discussion
4:45	School District 4G Network Intergovernmental Agreement (IGA) Discussion	Information/Discussion
5:15	Break to get dinner	
5:30	Economic Incentive Discussion	Information/Discussion

ZOOM INSTRUCTIONS

Click link to join:

<https://us02web.zoom.us/j/85617652385>

Phone one-tap:

+17193594580,,85617652385# US

Join via audio:

+1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

If joining by phone audio only, press *9 to raise your hand to speak.

Webinar ID: 856 1765 2385

International numbers available: <https://us02web.zoom.us/j/85617652385>

REGULAR SESSION

6:15	1. Roll Call	
	2. Agenda Changes & Conflicts	
	3. Council Announcements	
	4. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	5. Council Reaction to Citizen Comment	
	6. Consent Agenda	
	A. May 1, 2025 Council Minutes	Discussion and/or Action
	B. Award Request for Proposal (RFP) 2025-20P Blake Ave Phase 2	Discussion and/or Action
	C. Award Request for Qualifications (RFQ) 2025-21Q Benches for North Landing	Discussion and/or Action

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| D. Ordinance 2025-14; Municipal Court Collection of Unpaid Fines. Second reading | Discussion and/or Action |
| 7. Proclamation Honoring Lieutenant Bill Kimminau | Presentation |

ACTIONS AND/OR PRESENTATIONS

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| 8. Support for Take a Minute Campaign | Discussion and/or Action |
| 9. Presentation by Botanical Garden Group | Information/Discussion |
| 10. Workforce Housing Advisory Board Funding Recommendation for Mobile Home Park Preservation | Discussion and/or Action |
| 11. Ordinance 2025-15; Authorizing the use of Speed Cameras | Discussion and/or Action |
| 12. Ordinance 2025-16; Budget Supplemental (One Reading) | Discussion and/or Action |
| 13. Ordinance 2025-17; Tax Incentive Rebate Code Amendment | Discussion and/or Action |
| 14. Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries | Discussion and/or Action |
| 15. Project Updates | Information/Discussion |
| A. Ride Roaring Fork - Glenwood (Microtransit) | |
| B. 6th Street Project | |
| C. 27th Street Bridge Closure | |
| 16. Tourism Promotion Contract | Discussion and/or Action |
| 17. Council Comments | Information/Discussion |
| 18. Report from City Administration | Information/Discussion |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 19. Council Social Event Location | |

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| 20. Executive Session related to South Bridge | Discussion and/or Action |
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An executive session pursuant to discussion with City Attorney, pursuant to C.R.S. § 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and pursuant to C.R.S. § 24-6-402 (4)(b) to receive legal advice on specific legal questions both regarding the South Bridge Project.

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| 21. Adjournment | |
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City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Elected Officials Training by Sam Light from Colorado Intergovernmental Risk Sharing Agency
Action Requested:	Every two years after an election our risk sharing agency provides Councilors with an outline of current issues that may create legal liability. Sam Light is an attorney with CIRSA will be here to lead the discussion. Any presentation from Mr. Light will be added once it is received by staff.
Department:	City Clerk
Presented By:	Ryan Muse
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Generate Sustainable Economic Development Ensure Public Safety
Background Info:	NA
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



Ethics, Liability & Best Practices

City of Glenwood Springs | City Council Presentation | 5.15.2025

Presented by: Sam Light, CIRSA Deputy Executive Director/General Counsel



Introduction

- Suggestions for best practices that will enhance your effectiveness and success as municipal officials – which in turn will reduce risks for the City and you individually. Topics we will touch on include:
 - The role of public official
 - Transparency requirements & risks
 - Organizational structure & liability
 - Ethics & personal conduct
 - Best practices for quasi-judicial decision-making
- Presentation is a training resource only; is not intended to address or provide legal advice on any specific, pending issues.

One: Commit to the Role of Public Official

- Being a public official means your role has changed:
 - Citizen → government official (24/7!)
 - Outsider → insider
 - Critic/proponent → representative-ambassador-**FIDUCIARY**
- In the eyes of the community, you are always a public official!

The Role of Public Official

- Within a municipal/public entity structure, effective governance and effective risk management requires continual recognition that you are **fiduciaries** of the organization you serve and the public body of which you are a member.
- The protection of the City's interests and assets is one of your most critical functions now.
- A guiding principle in decision making should always be, "what is the right thing for the City?"
- Among other attributes, the fiduciary responsibility requires recognition of the broader public interest, the ability to place the City's interests and public interest above personal, single-issue or other interests, and consideration of matters on their merits alone.

The Role of Public Official

- As local government officials, part of your role is delivering good governance which, at root, is based both practically and legally on a few core concepts:
 - **Openness & Transparency** (open meetings/records laws)
 - **Fundamental Fairness** (due process)
 - **Predictability & Evenhandedness** (equal protection, certiorari claims, etc.)
 - **Civility & Mutuality of Respect**

Two: Commit to Transparency

- Honor the openness requirements of Colorado's Open Meetings Law (OML): Applies to **three or more or a quorum, whichever is less**. Requires discussion of public business take place at meetings open to the public, and if action will be taken or a quorum will be present, there must also be timely notice.
 - **“Serial meetings”** have become a focus of litigation and should not be used to avoid the “three or more” threshold. Recognize also that non-meeting communications (**e.g. e-mail, texts, social media**) can also raise OML liability and transparency issues.
- Executive sessions? Make sure you follow the requirements of the OML. Use a script and have appropriate systems in place to protect confidential information.
- Open meetings violations: No money damages provision but court can issue order to comply and can invalidate action taken in violation of statute. Successful claimant entitled fees/costs.

Transparency & Electronic Communications

- Using email? See handout and this CIRSA article: <https://www.cirsa.org/news/how-the-colorado-open-meetings-law-applies-to-elected-officials-email/>). Separate from OML compliance issues, the correspondence of elected officials that relates to their duties or public funds is generally treated as a matter of public record (with limited exceptions).
- Thus, recognize that emails and other electronic communications discussing public business could be a record subject to disclosure under Colorado's Open Records Act.
- And electronic communications of all kinds may be subject to the civil discovery process and may be required to be divulged in litigation.
- Public officials must be cautious in their use of electronic communications to avoid getting crosswise with one or more of these legal considerations.

Three: Commit to Supporting the City Structure

- Another important risk management principle for everyone within the organization is to recognize and honor their role—it is important that everyone “swim in their lane” to avoid risks of liability, including the risk of personal liability!
 - You have protection from personal liability under Colorado Governmental Immunity Act (CGIA) if you are “within the scope of employment” and not acting “willfully and wantonly.”
 - Means everyone needs to know and respect their “job description.”
 - Conduct that is “outside the scope” or “willful and wanton” can result in a loss of governmental immunity and create liability, including the potential of personal liability for you. It can also result in potential loss of insurance coverage, as public official liability coverages follow similar concepts.

Supporting the City Structure

- What is the City structure? What is your “job description”? For background:
- The City of Glenwood Springs operates as a home rule City and has established a Council-Manager form of government. This is the most common structure and under it, there is an allocation of responsibilities (policy/administration).
 - **City Council:** Legislative, policy making and corporate governing body (i.e., Policy & Governance). Exercises municipal powers not otherwise assigned or delegated to others. Mayor is the presiding officer with certain executory and ceremonial powers.
 - **City Manager:** Chief Administrative Officer (i.e., Administration)(See Charter Sec. 6.3). Oversees the “day-to-day” municipal operations.
- By charter, statute, ordinance, etc., certain duties are performed by Council and certain duties are performed by staff. These allocations of authority and responsibility not only define the organization’s structure; they define “scope of employment” for everyone in it.

Supporting the City Structure

Where Does Governing Body Focus its Efforts?

Ownership

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Governance

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Management

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Supervision

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Front Line Employment

Legislative and Corporate Governance is:

- Policy-setting, big picture, and forward-looking, rather than dealing with day-to-day, and rather than making reactive, case-by-case decisions as issues arise, or after-the-fact.

- Examples: General ordinances, annual budget, decisions regarding corporate assets, appointment & oversight of Council “direct reports”, long-term and strategic plan, deciding quasi-judicial and corporate matters reserved to the Council.

- The governing body and its members should:
 - Have long time horizon—look down the road.
 - Have broad interests in mind.
 - Work together in their fiduciary role to protect the City as an entity and the Council as an institution.

Supporting the City Structure

- Tips to support the structure and avoid concerns around “role discipline” and “scope”:
 - Recognize that elected officials **act primarily as a BODY**, and exercise responsibilities mainly by VOTING in a PUBLIC MEETING. While each member holds a fraction of the governing body’s power, that power can’t be exercised individually. It can only be exercised by the body as a whole. Membership on a public body is a “We” job.
 - Respect the delegations of authority already made via state law, your Charter, ordinances and organizational structure. Those allocations work to **serve** and **protect** the City, the Council, and its members, if honored.
 - If you find yourself about to act in terms of “I” rather than “We”...that’s a red flag. Ask whether you have authority to act (and if you don’t, don’t do it).
 - Another warning sign: He/she/they did what?!

Supporting the City Structure

- Role discipline is particularly important in employee relations and administrative matters. Except for Council's direct reports, elected officials are not employee supervisors. Similarly, they do not have authority/responsibility for administrative matters assigned to staff. Thus,
 - Don't get individually and improperly involved in personnel issues or administrative matters delegated to staff—remember your SOE!
 - Direct administrative matters to the Manager, as your resource and point of contact to help get things done (and look good while doing it!)
 - It's not that administrative matters are “hands off” for elected officials – you are entitled to ask questions and get information - but it's important to exercise role discipline to prevent entanglements, disempowerment, misunderstandings, and exposure to legal liability, including potential individual liability.

Supporting the City Structure

Other tips:

- While the Council is made up of individuals, each with different goals and priorities, it is one body; therefore, resolve to speak with one voice to your direct reports. That is how the Council achieves clarity, credibility and accountability to its voice.
- Follow established channels for communicating requests and feedback to staff. Avoid giving individual direction to staff—that’s the supervisor’s job—and be cognizant of perceptions and impacts arising from interactions with staff. Your “question for clarification” or comment that “I’d like to see this” may be perceived as an order or an instruction. (Remember your Charter (Sec. 3.10) re: administration relations).
- Do not conscript staff into issues at the governing body member level. Resolving those issues? That’s the governing body’s job!

Supporting the City Structure

- Commit to personnel conduct that strengthens the WE – the Council as an institution. This sometimes requires personal sacrifices, such as:
 - Setting aside a personal interest or agenda when there is lack of support.
 - Accepting “the body has spoken” though one preferred a different outcome.
 - Accepting when “Our work is done”; i.e., the hand-off from Council → staff, or other.
 - Avoiding perceptions (internal or external) of “getting ahead” of or “speaking for” the voice of Council where it has not yet spoken.
 - Accepting responsibility to the group. Service on an elected, public, multi-member governing body requires recognition that the “We” is more important than the “me.”

Four: Commit to Ethical Conduct

- Become familiar with the ethics rules governing your conduct (e.g., City Conflict of Interest Code, Art. 020.040, and Prohibited Gifts Code, Art. 010.060 of City Code). The theme that runs through codes of ethics is: It is not permissible to use public office for private gain. Some key areas:
 - **Conflicts of Interest:** Disclose, recuse, don't vote, and don't influence other members.
 - **Confidential Information:** Don't disclose or use any confidential or privileged information to further your personal or pecuniary interest.
 - **Gifts:** Decline any gifts that seem to be connected to your service (and abide by gift rules).
 - Avoid situations that may create an appearance of impropriety. Recognize that in matters of ethics, fair or not, sometimes perception = reality and reality = perception.

Go Beyond Ethics!

- Beyond compliance with ethics laws, commit yourselves to high levels of personal conduct. Recognize that inappropriate personal conduct can be destructive to a public body, its agenda, and its reputation. Some problem areas we've seen:
 - “Outlier syndrome” and elected officials “going it alone”.
 - Accusations of lack of respect, lack of good faith, hidden agendas, preconceptions, undue partisanship, incivility, “proxy talk” or other concerns creating a sense of distrust.
 - An “imbalance” of information and/or participation on the body, or bodies constantly lining up with the same split vote on every issue.
- Commit to identifying and avoiding personal conduct that can debilitate a public body.

Five: Commit to Providing Due Process

- Often Council and Councilmembers are acting as “legislators”—making general policies that apply generally—or handling routine business matters.
- But sometimes you make decisions affecting a specific applicant’s property rights. For these “quasi-judicial” matters—e.g., land use applications before the Council—the members are essentially acting as judges. In this role you have heightened responsibilities to provide “due process” and a failure to provide due process exposes you and the City to liability.
- So, be familiar with the due process “rules of engagement” that apply to quasi-judicial matters.
- These rules have a familiar source: “No person shall be...deprived of life, liberty, or property, without due process of law.”

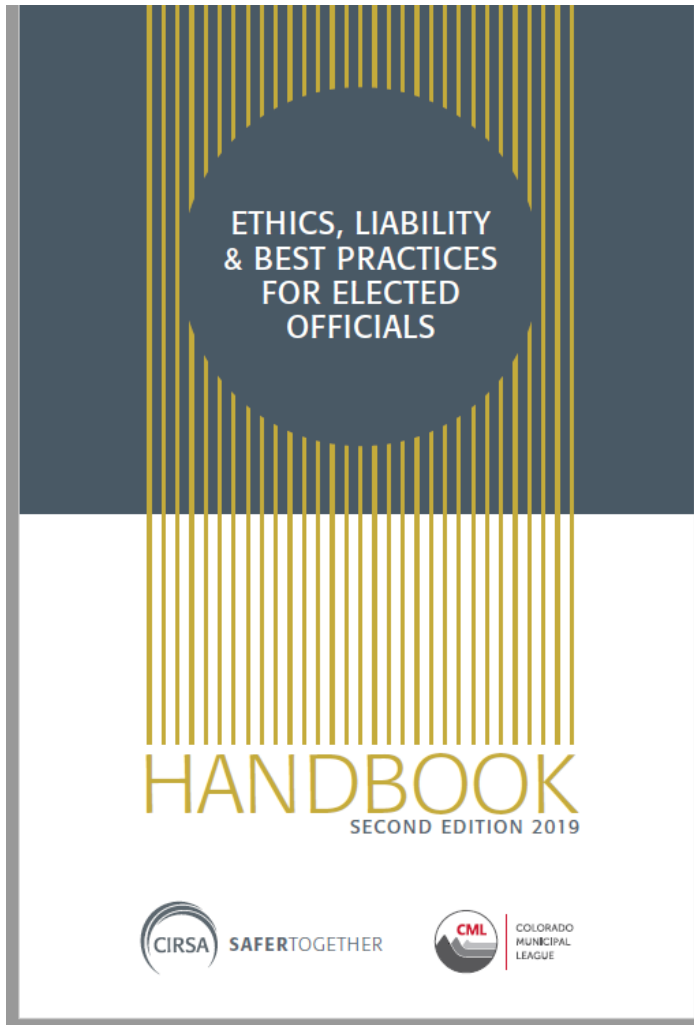
Due Process - Tips for Quasi-Judges

- Limit your involvement to just your participation at the public hearing. That is, irrespective of the level of citizen interest or staff activity, wait until the QJ matter is “ripe” for the governing body.
- Remain neutral; don't make up your mind before the hearing and don't make prejudicial pre-hearing statements.
- Don't engage with one side or the other, or with your fellow quasi-judges, before or outside the hearing (ex parte contacts).
- Make sure your deliberations and decision are focused/based on the relevant, existing criteria, In this role you must set aside personal opinions and preferences. Use Sam's “Rule of Why.”
- For more on quasi-judicial “rules of engagement”, see these presentations: <https://www.cirsa.org/wp-content/uploads/2020/05/Quasi-Judicial-Proceedings.mp4>, and https://www.cml.org/docs/default-source/2024-conference-presentations/6-19-24-1045-cml-2024-qj-decision-making.pdf?sfvrsn=ee380f05_2.

Six: Use Your Power Wisely and Humanely

- Recognize, as its elected leaders you set the tone for City government. Commit to courtesy, tact, and diplomacy, especially in public settings.
- As members and as a body, commit to a “no surprises” approach at your meetings and while dealing with one another and staff.
- Deal effectively with discord. Every public body has disagreements, but discord should not drive meetings, your agenda, or how you interact with the community, each other, or staff. In this regard, it’s a wise body that works to identify and embrace its core values, house rules and norms of conduct.
- Tout the City’s successes—builds faith and trust government is getting good things done!
- Commit to service of the City as an entity and to the service of the Council as an institution, and embrace the fiduciary, stewardship, and “We” responsibilities of membership on a local public body.

Resources



CIRSA Elected Officials Handbook:

<https://www.cirsa.org/wp-content/uploads/2019/06/EthicsLiabilityBestPracticesHandbookForElectedOfficials.pdf>

CIRSA elected and appointed officials' resources: <https://www.cirsa.org/safety-training/elected-officials/>.

CIRSA news & events page:

<https://www.cirsa.org/news-and-events/news/>

CIRSA Training & Events Calendar:

<https://www.cirsa.org/news-and-events/events-calendar/>

CIRSASafety YouTube Channel:

<https://www.youtube.com/@CIRSASafety/videos>

About the Colorado Intergovernmental Risk Sharing Agency (CIRSA)

- Public entity self-insurance pool for property, liability, and workers' compensation coverages.
- Formed by in 1982 by 18 municipalities pursuant to CML study committee recommendations.
- Not an insurance company, but an entity created by intergovernmental agreement of our members.
- Total membership today stands at 293 member municipalities and affiliated legal entities
- Member-owned, member-governed organization.
- No profit motive – sole motive is to serve our members effectively and responsibly.
- CIRSA Board made up entirely of municipal officials.
- Seek to be continually responsive to the liability-related needs of our membership – coverages and associated risk management services, sample publications, training, and consultation services, as well as specialty services such as home rule charter review.
- We have the largest concentration of liability-related experience and knowledge directly applicable to Colorado municipalities.

Speaker Bio

Sam Light is Deputy Executive Director / General Counsel for the Colorado Intergovernmental Risk Sharing Agency (CIRSA). Previously, Mr. Light was a partner with the Denver law firm of Light | Kelly, P.C., specializing in municipal and other public entity law, insurance law and defense of public entities and elected officials. Sam is a frequent speaker on public entity risk issues and municipal law and has practiced in Colorado since 1993.



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Traffic Speed Cameras
Action Requested:	Discussion around options to slow traffic in town in certain areas.
Department:	Police Department
Presented By:	John Hassell, Joseph Deras
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	The City has been considering installing speed cameras to reduce traffic speeds in certain areas. This is an opportunity for Council to hear about what other jurisdictions are doing and the research staff has done.
Issues:	None at this time.
Fiscal Impact:	The purpose of these cameras is not to generate revenue but to reduce speeds. Even so, vendors and other municipalities we've talked to have said there is inevitably revenue that is generated. Any revenue generated from these cameras will go first to covering costs of execution and then to traffic and safety related initiatives as determined by Council.
Legal Review:	Legal has drafted an Ordinance for consideration in the regular meeting should Council choose to consider it.
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: School District 4G Network Intergovernmental Agreement (IGA) Discussion

Action Requested: No formal request at this meeting.

Department: Public Works

Presented By: Matthew Langhorst, Michael Gardner

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: Back in 2020, during the pandemic, the RE-1 School District took it upon themselves to ensure that all kids who were forced to learn remotely had access to the internet. They accomplished this by setting up a long-term evolution (LTE) wireless network with radios located throughout the school district area that provided internet access to kids via home hotspots. The school district has kept this LTE system up and running to this day. The funding source for this system will be running out by June 2025, so the School District has been looking for an entity who may be willing to take over the system and continue to provide access to kids. The Glenwood Springs Community Broadband Network (CBN) has been looking for a way to provide internet access to kids who do not currently have it. Building the broadband system out to some of these locations would be costly, and considering it would be a reduced-rate service, it does not make financial sense. There are no state or federal funding sources for CBN to utilize to help expand the system to these kids, so when this opportunity came up, CBN took it on full force and found a way to make it work. The school district has some money left in the grant, which they are using to buy new hot spot equipment and some other items to keep the system up and running and expandable in the future. They would provide this equipment to CBN, CBN would take over the radio tower locations and work with the entities that currently host those locations to get long-term agreements to keep the towers there. CBN would also utilize this system to help change over current radio connections to city infrastructure that we use as back up to the CBN broadband fiber and move them to city-owned LTE connections. The main cost of this system would be born by the Enterprise Funds that currently pay fees for the radios already. We would now be paying that fee to CBN for the LTE system. CBN could then continue to provide connectivity for the 100–150 kids who currently have access and we could expand that access up to 300 student hot spots in the future for free. The agreement is written in such a way that if the system becomes unviable or costs for the system exceed what is coming in, the city could shut it down if needed. More information and mapping will be provided at the work session.

Issues: None at this time.

Fiscal Impact: This system would require a small financial input to cover costs from the Broadband enterprise fund, most of which would be passed through to customers using the system.

Legal Review: Legal has reviewed the IGA.

Staff Recommendation: Discussion on pros and cons of the system and city takeover.

**GLENWOOD SPRINGS – ROARING FORK SCHOOL DISTRICT
INTERGOVERNMENTAL AGREEMENT REGARDING
LTE NETWORK**

THIS INTERGOVERNMENTAL AGREEMENT regarding the ownership and operation of an LTE Wireless Broadband Network (the “Agreement”) is made and entered into this ____ day of _____, 2025 by and between the CITY OF GLENWOOD SPRINGS, a Colorado Home Rule Municipality, whose address is 101 West 8th Street, Glenwood Springs, CO 81601 (the “City), and the ROARING FORK SCHOOL DISTRICT-RE 1, whose address is 400 Sopris Ave, Carbondale, CO 81623 (the “School District”) (collectively, the “Parties”, individually, a “Party”).

WHEREAS, pursuant to the provisions of Section 29-1-201 *et seq.*, C.R.S., as amended, the Parties have authority and are encouraged to enter into intergovernmental agreements to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the School District owns and operates an existing LTE Network to provide free home internet access to its students, and being more particularly described in the attached **Exhibit A**, incorporated herein by this reference; and

WHEREAS, the City’s Community Broadband Office has an interest in expanding its broadband service area; and

WHEREAS, the School District has an interest in transferring ownership and operation of the Network, as defined below, to the City because the School District lacks a recurring funding source and the expertise required to own and operate the Network long-term; and

WHEREAS, the School District has an interest in maintaining free internet access for low-income families with students enrolled in its schools; and

WHEREAS, the School District Board of Education and the Glenwood Springs City Council agree it is in the best interest of both Parties to cooperate and work to transfer ownership and operation of the Network to pursue their organizational goals;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties as set forth herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Transfer of Network Ownership and Operation: The School District hereby transfers, conveys, and assigns all of its right, title, and interest in and to the Network, including all related infrastructure, equipment, software, firmware, licenses, intellectual property rights, and other associated assets, (collectively, the “Network”) to the City, effective on July 1, 2025 (the “Effective Date”). The City accepts and assumes all rights, responsibilities, and obligations arising from the continued operation, management, and maintenance of the Network.

3. Free monthly access: For no less than five years after the Effective Date, the City shall continue to offer free monthly internet access to families who have students enrolled in Roaring Fork School District, but only to the degree that doing so is reasonable within the operating costs and capacity of the Network, as determined by the City in its sole discretion, and as provided in this Section. The City may charge users a deposit or other fee for hotspot hardware. If requests for free monthly internet access from families of RFSD students exceed 300 during any month, and if the City is unable to meet this demand due to staffing, network capacity, financial, or other limitations, the parties will work together in good faith to establish a system to prioritize families for free access based on financial need. The School District will assist the City, as needed and to the degree possible without imposing an undue burden on School District operations, to verify student enrollment and qualification for free internet access, for example by distributing vouchers to students and families.

If the City is unable to continue providing free service to the District's sites listed below pursuant to the reasonableness standard described in this paragraph, the parties will work together in good faith with to establish a cost-sharing approach that works for both organizations to mitigate unexpected disruptions in service or sudden cost increases. At a minimum, this free service will include the services listed below.

- a. Service to the District's bus maintenance facility on JW Drive in El Jebel, which has no other internet access
- b. Service to the solar array at 305 Meadowood Drive.
- c. Service to up to 300 families of RFSD students.
- d. Service to other District locations that were served by the Network on July 1, 2025

4. Infrastructure: The City will be responsible for securing any third party agreements with the organizations that host Network infrastructure, including LTE antennas, backhaul, and other components, to ensure that the Network infrastructure may remain in place following the transfer of ownership of the Network. If the City is unable to reach an agreement with a hosting organization, the School District will support negotiations with the hosting organization in an attempt to keep all existing infrastructure for at least five years.

5. Duration of Network: The City shall maintain Network infrastructure and access for all sites that were in operation as of the Effective Date, for a period of no less than five years. If the City is unable to maintain one of these access points for five years because it is not reasonable within the operating costs and capacity of the Network, the City shall work in good faith with the School District to mitigate unexpected disruptions in service or sudden cost increases to families of RFSD students. This is particularly important at the Spring Valley sites, where a large number of School District students live and have no other viable internet access options as of the Effective Date.

6. Indemnification. The School District shall be solely liable for any and all acts, omissions, liabilities, claims, causes of action, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Network or its operation that occurred or accrued prior to the Effective Date of this Agreement ("Prior Acts"), regardless of when such Prior Acts are discovered. The School District agrees to indemnify, defend, and hold harmless the City

from and against any and all liabilities, claims, causes of action, damages, losses, costs and expenses (including attorneys' fees) arising from or related to any Prior Acts.

7. Notice. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or any subsequent addresses provided to the other Party in writing.

Notice to the City: City of Glenwood Springs
 c/o City Manager
 101 W. 8th St.
 Glenwood Springs, CO 81601

With Copy to: Karp Neu Hanlon, P.C.
 Attn.: Karl Hanlon, City Attorney
 P.O. Drawer 2030
 Glenwood Springs, CO 81602

Notice to School District: Roaring Fork School District RE-1
 400 Sopris Ave
 Carbondale, CO 81623

8. No Waiver of Governmental Immunity Act. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq.*—the “GIA”) for either Party. The Parties shall conduct themselves to ensure that there is no contravention of the intent of the GIA regardless of which Party’s property a claim arising from the activities described in this Agreement is brought.

9. Term of Agreement. This Agreement shall become effective upon signature of the last Party to sign and will terminate upon decommissioning of the Network, or after 20 years, whichever comes first. All rights concerning remedies, fees, and costs shall survive termination of this Agreement.

10. Breach and Notice. If either Party fails to perform its respective obligations under this Agreement, the non-breaching Party shall provide thirty (30) days’ notification of such failure to the breaching Party’s representative. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may proceed in law or equity to seek injunctive relief, specific performance, and/or damages incurred as a result of the breach.

11. Good Faith. There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

12. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the City and School District. No third parties are granted any rights under this Agreement, and neither the City nor School District shall have any obligation itself to any third party by executing this Agreement.

13. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provision hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

14. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

16. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the full and complete understandings and agreement of the Parties. No prior or future representation, whether written or oral, shall modify or amend this Agreement unless such future representation is written, mutually agreed to and endorsed, and attached hereto.

17. Amendment and Assignment. This Agreement may be amended by the Parties solely through a written agreement signed by both Parties. This Agreement may not be assigned by either Party.

18. Governing Law, Venue, Survival. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either Party institute legal action for enforcement of this Agreement, venue of such action shall be in Garfield County, Colorado.

19. Authority. Each of the undersigned represents and warrants that the individual is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions thereof.

20. Change of Representatives. Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

21. Severability. Should any phrase, sentence, provision, or clause of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining phrases, sentences, provisions, and clauses shall be deemed

severable and the validity of such shall not be affected provided that the remaining can be construed in substance to constitute the agreement which the Parties intended to enter into under the Agreement.

IN WITNESS WHEREOF, the City of Glenwood Springs and the Roaring Fork School District RE-1 have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

CITY OF GLENWOOD SPRINGS, COLORADO

By: _____
_____, Mayor

ATTEST:

City Clerk/Deputy Clerk

**BOARD OF EDUCATORS OF ROARING FORK
SCHOOL DISTRICT RE-1**

By: _____
_____, President

ATTEST:

Secretary



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Economic Incentive Discussion

Action Requested: This is a continuing discussion on Tier 1 and 2 economic incentive possibilities. There is an item on the evening agenda containing an ordinance in the event Council would like to take action.

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals:

Background Info: Council and staff have been discussing ways to incent businesses to locate here.

Issues: We have established two tiers of rebates previously, this discussion could change or add to those tiers.

Fiscal Impact: Will vary by project.

Legal Review: Legal has been involved in discussions.

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: May 1, 2025 Council Minutes
Action Requested: May 1, 2025 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
MAY 1, 2025
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

1. Roll Call 12:11

Present: Councilor Smith, Councilor Weimer, Mayor Dehm, Mayor Pro Tem Zalinski, Councilor Schmahl, Councilor Townsley.

Absent: Councilor Schachter

Staff Present: Also present were City Manager Steve Boyd; City Clerk Ryan Muse; City Attorney Karl Hanlon; Finance Director Yvette Gustad; Director of Public Works Matthew Langhorst; City Engineer Ryan Gordon; Transportation Engineer Lee Barger; Deputy Police Chief John Hassell, and Public Information Officer Bryana Starbuck.

2. Agenda Changes 12:33

Mayor Pro Tem Zalinski moved to push Item 7 to the next regular meeting agenda. Councilor Weimer seconded, and the motion passed unanimously.

3. Disclosure of any Councilor conflicts of interest 9:42

None were noted.

4. Council Announcements 5:53

Councilor Smith announced that the Transportation Commission would be doing a tour of the Hanging Lake tunnel after their regularly scheduled meeting.

5. Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes) and Council Response to Citizen Comment 14:35

Diane Reynolds spoke to the Council regarding the Take a Minute - Slow Down in Town campaign and requested Council support.

Laurie Chase, city resident, spoke to the Council regarding the crime on 6th street. Tracy Wilson, a resident of 6th Street, also addressed Council about the homeless population on the 6th street area and the crime in that area.

Meryl Glickman spoke to Council about safety concerns and fencing involved with the South Bridge project.

Councilor Zalinski and Councilor Smith addressed the issues with 6th street and suggested they explore possible solutions. This item will be added to a work session at an upcoming meeting.

Council will also discuss the Take and Minute - Slow Down in Town campaign support at an upcoming work session.

6. Consent Agenda 35:39

Mayor Pro Tem Zalinski moved to approve the consent agenda as presented. Councilor Weimer seconded the motion, and it passed unanimously.

7. Historic Preservation Commission Awards

This item was moved to the next regularly scheduled meeting.

8. Presentation by the Colorado Division of Reclamation, Mining and Safety regarding South Canyon and Coal Seam Fires 36:27

Rod Tarullo, Parks and Recreation Director, introduced Tara Tafée with the Division of Reclamation, Mining and Safety who presented on the current coal seam fires and the Division of Reclamations efforts to mitigate them.

9. Comprehensive Safety Action Plan (CSAP) 1:13:27

Lee Barger, City Transportation Engineer, introduced Jenny Godwin with Consor and Chloe Ward with Alta Planning and Design to present on the current draft of the Comprehensive Safety Action Plan.

10. Ordinance 2025-14; Municipal Court Collection of Unpaid Fines 1:57:12

City Attorney Karl Hanlon presented on Ordinance 2025-14.

Councilor Weimer moved to approve Ordinance 2025-14; Municipal Court Collection of Unpaid Fines as presented. Councilor Schmahl seconded the motion, and the motion passed 5-1 with Councilor Smith voting against.

11. Council Comments 2:10:55

Councilor Schmahl made comments regarding the Wave Park Pedestrian Improvements contract approved in the consent agenda and its impact on transportation issues for the city.

Mayor Pro Tem Zalinski asked if Council would be interested in hearing from a local group interested in the future of the Glenwood Botanical Gardens.

Mayor Pro Tem Zalinski moved to add a presentation by the botanical garden group on an upcoming agenda. Councilor Weimer seconded, and the motion passed unanimously.

Councilor Smith gave kudos to the City Staff on the orientation and education that has been provided to the new councilors since their terms began.

12. Report from City Administration 2:15:45

Steve Boyd, City Manager, mentioned the Ride Glenwood Point to Point program that was launched this week and encouraged city residents to use it. He also spoke about the City Strategic Plan that was developed through 2025. He suggests an upcoming retreat in June to review the Strategic Plan and see what may be needed/wanted to update that document.

Manager Boyd also announced that Finance Director Yvette Gustad's budget was awarded the Government Finance Officers Association Budget Award for Distinguished Budget. Indicating that the lay person in the community has been provided with a digestible document that will help them understand the budget and financial condition of the city.

City Attorney Karl Hanlon corrected himself on a comment made earlier regarding redlight cameras in speed corridors.

13. Social Event Announcement 2:19:45

Mayor Pro Tem Zalinski announced the social event will take place at Doc Holliday's following the Council meeting.

14. Adjournment 2:20:16

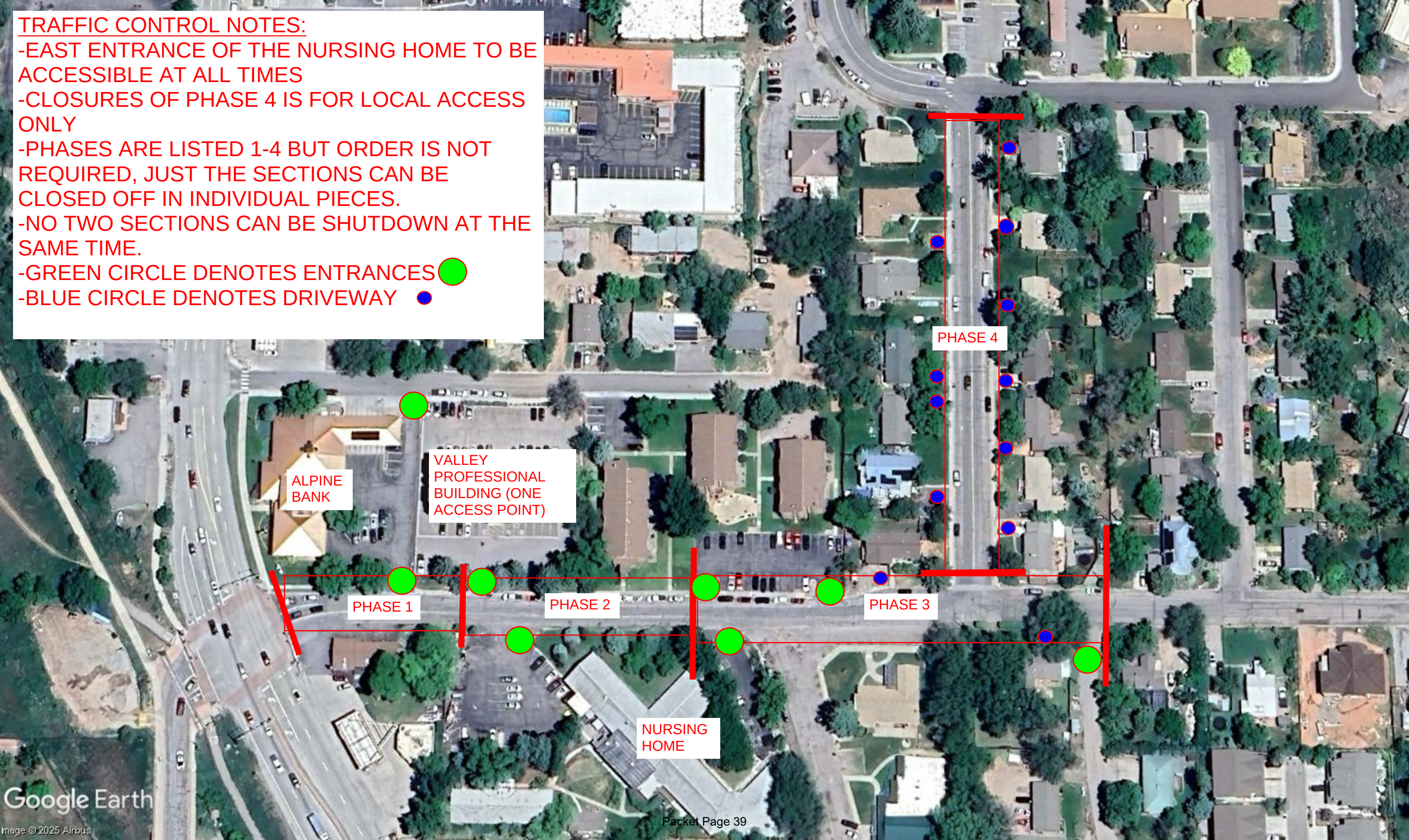
Mayor Pro Tem Zalinski moved to adjourn. Councilor Smith seconded, and the motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Award Request for Proposal (RFP) 2025-20P Blake Ave Phase 2
Action Requested:	Award Request For Proposal (RFP) 2025-20P Blake Ave Phase 2 Project to Gould Construction bid Amount of \$2,455,797.30.
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Preserve and Improve Infrastructure Ensure Public Safety
Background Info:	The City is proposing to construct the next phase of the Blake Avenue project. Phase II includes: 1. Replacement of aging 6-inch thin steel water line with a new 8-inch PVC water line from Highway 82 to approximately Bennet Ave 2. Extend and increase the size of the stormwater system from Highway 82 to Blake Ave (east leg) on 23rd St 3. Replace the existing failing 8-inch sewer with a new 8-inch sewer on Blake Ave between 21st St and 23rd St 4. Construct new curb and gutter, valley pans along 23rd St and Blake Ave between 21st and 23rd St. 5. Construct new 8-foot wide shared use path from Highway 82 up 23rd St to Blake Ave (east leg) and on Blake Ave to 21st St including sidewalk ramps. 6. Install a rapid flash beacon at 23rd St and Blake Ave (west leg). 7. Construct new asphalt surface throughout. The City received three bids ranging from a low of \$2,455,797.30 to a high of \$3,095,462.
Issues:	This project will address multiple issues in the Blake Ave Phase II corridor: 1. Undersized and leak-prone waterline 2. Sewer line that has significant bellies requiring monthly flushing 3. Pot-holed roadway 4. Inadequate stormwater system capacity 5. Poor biking and pedestrian facilities
Fiscal Impact:	The project will be funded through a \$759,189 grant from DOLA, \$447,623 from the infrastructure fund and \$1,248,985 from the street tax fund which is within budget.
Legal Review:	Legal will review the contract language.
Staff Recommendation:	Staff recommends Award Request For Proposal (RFP) 2025-20P Blake Phase II Project to Gould Constrction per bid Amount of \$2,455,797.30.

- TRAFFIC CONTROL NOTES:**
- EAST ENTRANCE OF THE NURSING HOME TO BE ACCESSIBLE AT ALL TIMES
 - CLOSURES OF PHASE 4 IS FOR LOCAL ACCESS ONLY
 - PHASES ARE LISTED 1-4 BUT ORDER IS NOT REQUIRED, JUST THE SECTIONS CAN BE CLOSED OFF IN INDIVIDUAL PIECES.
 - NO TWO SECTIONS CAN BE SHUTDOWN AT THE SAME TIME.
 - GREEN CIRCLE DENOTES ENTRANCES ●
 - BLUE CIRCLE DENOTES DRIVEWAY ●



BLAKE AVENUE PH 2 21st to 23rd Street PROPOSAL

Project Number: 2025-20P
Project Title: Blake Ave. PH 2
21st to 23rd Street
Date: May 6, 2025



GOULD
CONSTRUCTION
Est. 1979



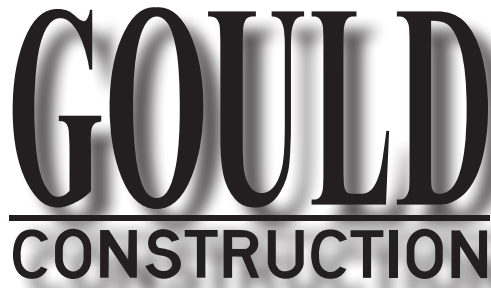
CONTACT: Mark Gould Jr.
Gould Construction
Address: 6874 CO Highway 82
Glenwood Springs, CO 81601
Cell Phone: 970-379-8326
Office Phone: (970) 945-7291 #202
Email: markjr@gouldconstruction.com

WWW.GOULDCONSTRUCTION.COM

F.E.I.N 74-2034624

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SECTION 1

COVER LETTER

GOULD

CONSTRUCTION

**City of Glenwood Springs
Procurement Department
Attn: Ryan Muse, City Clerk
101 W. 8th Street
Glenwood Springs, CO 81601**

May 6, 2025

Re: Blake Avenue Phase 2: 21st to 23rd Street

Dear City of Glenwood Springs Procurement Department:

Gould Construction is pleased to provide a proposal for the 2025-20P Blake Avenue Phase 2, 21st to 23rd Street Project. We have successfully constructed many similar projects for the City of Glenwood Springs as well as for numerous other regional municipalities over the course of our 46-year history within the construction industry and we retain the experience and skills necessary to deliver a quality project. As a third generation, family owned, and operated business, we are proud to bring our high level of commitment, expertise, and dedication to this project.

Our diverse and knowledgeable team of industry veterans manage all aspects of the construction process including but not limited to pre-construction, estimation, value engineering, schedule management, project management, safety adherence, and project construction. Gould employs a local workforce that ensures our civil specialized projects have industry leading results that stay on schedule. We also work to be responsible stewards of the investments made in the projects we build, as well as minimize the overall impact on the community and taxpayers during the construction process through managing disruptions to the public. At Gould, we have the experience and resources needed to deal with any challenges this project may pose, and we are uniquely prepared to provide the best value to the City of Glenwood Springs.

Project safety is a primary tenant of our approach to every project, both for the workmen on the project and for the traveling public. Gould Construction consistently monitors risks and develops safe practices to mitigate all potential hazards. Gould Construction's Safety Manager, Ryan Yellow Horse SSH TECS, is an OSHA recognized Specialist in Safety and Health and CDOT certified Transportation Erosion Control Supervisor who makes frequent site visits to ensure all operations are in line with the highest safety standards in the industry. Ryan Yellow Horse conducts regular safety meetings, job risk assessment walks, as well as enforces implementation and documentation of corrective actions as unforeseen issues arise. As part of our commitment to safety, Ryan also regularly monitors Gould Construction's Truvac hydrovac truck operations to ensure protection of existing underground infrastructure on our job sites and conducts meetings and markings of utilities to comply with safe digging practices.

Included in our proposal are our bid schedule, project timeline, applicable warranty and insurance information, a list of project resumes of similar scope as well as reference contacts, our start date and schedule, and finally any clarifications. We acknowledge receipt of all Addendums 1-5 for this Request for Proposal. Gould Construction has made extensive efforts to review the project documents and full quantity of the scope of work represented in this RFP. Furthermore, our suppliers and subcontractors have made diligent efforts to do the same. Gould Construction is working with local subcontractors and suppliers to provide the Town of Glenwood Springs with the best partners for this project.

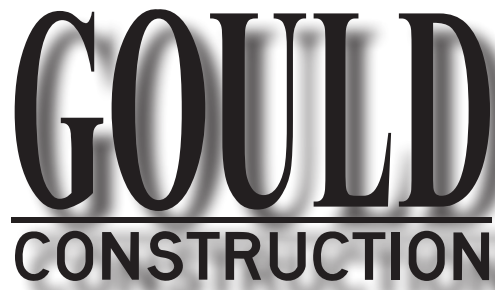
For this project the main point of contact is myself, Mark Gould Jr. Our proposal response assumes the work will commence in the Summer of 2025. All field operations will be under the direct guidance of our General Superintendent, Dave Metrovich. This project will be staffed with a full-time project manager, and full-time on-site superintendent, with support staff in the office. Gould Construction will provide a fully equipped team to work with the City of Glenwood Springs to bring this project to fruition.

We have incorporated many successful methods learned on past projects into our overall project scope. Together, as a team, we are confident that success will be achieved on this project. On behalf of the entire Gould Construction team, we thank you for your consideration and look forward to providing the community with another quality public improvement. Please contact me for further project communications.

Respectfully Submitted,

A handwritten signature in black ink that reads "Mark Gould Jr." with a stylized flourish at the end.

Mark Gould Jr.
President and CEO
Gould Construction, Inc.
970-379-8326



SECTION 2

BID SCHEDULE

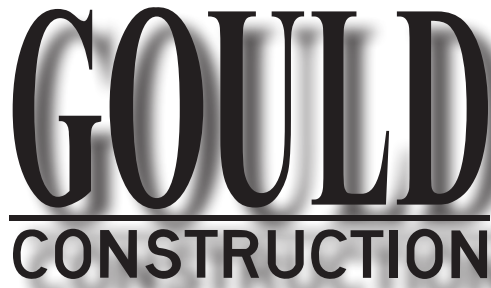


Blake Avenue Design Phase 2 - Bid Schedule

Wednesday, April 30, 2025

Contract Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Cost
5	CLEAR AND GRUBBING	LS	1	\$2,535.00	\$2,535.00
10	REMOVAL OF INLET	EACH	1	\$1,455.00	\$1,455.00
15	REMOVAL OF WATER SERVICE	EACH	1	\$1,375.00	\$1,375.00
20	REMOVAL FIRE HYDRANT	EACH	3	\$1,970.00	\$5,910.00
25	REMOVAL OF WATER VALVE	EACH	7	\$1,410.00	\$9,870.00
30	REMOVAL OF SIDEWALK	SY	590	\$10.50	\$6,195.00
35	REMOVAL OF CONCRETE PAVEMENT	SY	55	\$35.10	\$1,930.50
40	REMOVAL OF RED CONCRETE (HWY 82)	SF	750	\$13.50	\$10,125.00
45	REMOVAL OF CURB AND GUTTER	LF	1410	\$6.80	\$9,588.00
50	REMOVAL OF ASPHALT MAT	SY	5,910	\$5.00	\$29,550.00
55	REMOVAL OF GROUND SIGN	EACH	10	\$188.00	\$1,880.00
60	SAWING ASPHALT MATERIAL	LF	638	\$5.25	\$3,349.50
65	UNCLASSIFIED EXCAVATION	CY	1,450	\$35.00	\$50,750.00
70	UNSUITABLE MATERIAL	CY	250	\$47.00	\$11,750.00
75	POTHOLING	HR	24	\$395.00	\$9,480.00
80	SWEEPING	HR	40	\$162.00	\$6,480.00
85	AGGREGATE BAG	LF	32	\$22.70	\$726.40
90	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE I)	EACH	1	\$1,000.00	\$1,000.00
95	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	2	\$247.00	\$494.00
100	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	1	\$4,600.00	\$4,600.00
105	RESET STRUCTURE (WATER VALVE)	EACH	4	\$496.00	\$1,984.00
110	RESET MAILBOX STRUCTURE	EACH	1	\$860.00	\$860.00
115	INSTALL BACK FLOW DEVICE	EACH	12	\$182.00	\$2,184.00
120	RESET FIRE HYDRANT	EACH	3	\$7,275.00	\$21,825.00
125	RESET SIGN PANEL	EACH	8	\$491.00	\$3,928.00
130	ADJUST MANHOLE	EACH	8	\$554.00	\$4,432.00
135	TREE RETENTION AND PROTECTION (APPROX 11 TREES)	LS	1	\$2,275.00	\$2,275.00
140	LANDSCAPE RESTORATION	LS	1	\$25,000.00	\$25,000.00
145	AGGREGATE BASE COURSE (CLASS 6)	CY	1436	\$112.30	\$161,262.80
150	RECONDITIONING (SCARIFY & RECOMPACT)	SY	4,650	\$5.00	\$23,250.00
155	HOT MIX ASPHALT (GRADING SX) (PG 58-28)	TON	1,525	\$157.15	\$239,653.75
160	SIDEWALK THROUGH DRIVEWAYS (7 INCH)	SY	64	\$162.40	\$10,393.60
165	RED COLORED WALK (7 INCH) CROSSING AT GRAND	SY	45	\$293.40	\$13,203.00
170	12 INCH HDPE	LF	28	\$145.45	\$4,072.60
175	15 INCH HDPE	LF	647	\$198.00	\$128,106.00
180	18 INCH HDPE	LF	193	\$215.10	\$41,514.30
185	24 INCH HDPE	LF	409	\$225.10	\$92,065.90
190	8 INCH C900 PIPE	LF	904	\$183.00	\$165,432.00
195	6 INCH C900 PIPE	LF	86	\$164.50	\$14,147.00
200	4 INCH C900 PIPE	LF	121	\$164.00	\$19,844.00
205	2 INCH PURE CORE	LF	89	\$185.10	\$16,473.90
210	1 INCH PURE CORE SERVICE	LF	10	\$269.30	\$2,693.00

215	8X8X8 TEE	EACH	3	\$1,503.00	\$4,509.00
220	8X8X6 TEE	EACH	3	\$1,386.00	\$4,158.00
225	8X8X4 TEE	EACH	4	\$1,328.00	\$5,312.00
230	CONCRETE BELL ENCASMENT	EACH	37	\$292.50	\$10,822.50
235	INLET TYPE R L 5 (5 FOOT)	EACH	4	\$10,235.00	\$40,940.00
240	INLET TYPE R L 10 (5 FOOT)	EACH	1	\$16,060.00	\$16,060.00
245	INLET TYPE R L10 (10 FOOT)	EACH	2	\$23,463.00	\$46,926.00
250	INLET TYPE 16 DOUBLE	EACH	1	\$14,723.00	\$14,723.00
255	MANHOLE SLAB BASE (5 FOOT)	EACH	3	\$9,600.00	\$28,800.00
260	8 INCH PLASTIC PIPE SEWER (SDR-35)	LF	504	\$452.30	\$227,959.20
265	CONCRETE SIDEWALK (6 INCH)	SY	1,029	\$125.75	\$129,396.75
270	CONCRETE CURB RAMP	SY	1035	\$14.10	\$14,593.50
275	DETECTABLE WARNINGS	SF	200	\$73.35	\$14,670.00
280	CURB AND GUTTER	LF	1852	\$50.05	\$92,692.60
285	GUTTER TYPE 2 (8 FOOT)	LF	290	\$152.50	\$44,225.00
290	RAPID FLASHING BEACON (INSTALL ONLY)	EACH	2	\$5,200.00	\$10,400.00
295	CONNECT TO EXISTING WATERLINE	EACH	2	\$4,855.00	\$9,710.00
300	4' DIA SEWER MANHOLE	EACH	2	\$18,900.00	\$37,800.00
305	4 INCH SEWER SERVICE	LF	350	\$318.40	\$111,440.00
310	4 INCH GATE VALVE	EACH	4	\$2,556.00	\$10,224.00
315	6 INCH GATE VALVE	EACH	3	\$2,740.00	\$8,220.00
320	8 INCH GATE VALVE	EACH	9	\$3,594.00	\$32,346.00
325	CURB STOP AND BOX	EACH	4	\$1,671.50	\$6,686.00
330	CONSTRUCTION SURVEYING	LS	1	\$35,000.00	\$35,000.00
335	MOBILIZATION	LS	1	\$96,300.00	\$96,300.00
340	EPOXY MARKING WITH GLASS BEADS (CENTERLINE)	LF	1405	\$2.90	\$4,074.50
345	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS (CROSSWALKS, STOP BARS, ARROWS)	SF	960	\$22.10	\$21,216.00
350	TRAFFIC CONTROL	LS	1	\$58,500.00	\$58,500.00
355	MINOR CONTRACT REVISIONS (FA)	LS	1	\$100,000.00	\$100,000.00
360	PUBLIC INFORMATION/COORDINATION	LS	1	\$5,000.00	\$5,000.00
365	SANITARY FACILITY	LS	1	\$2,350.00	\$2,350.00
370	MATERIALS TEST/QUALITY CONTROL	LS	1	\$44,200.00	\$44,200.00
375	PERMIT FEES AND ADMISTRATION	LS	1	\$2,900.00	\$2,900.00
TOTAL				\$2,455,797.30	



SECTION 3

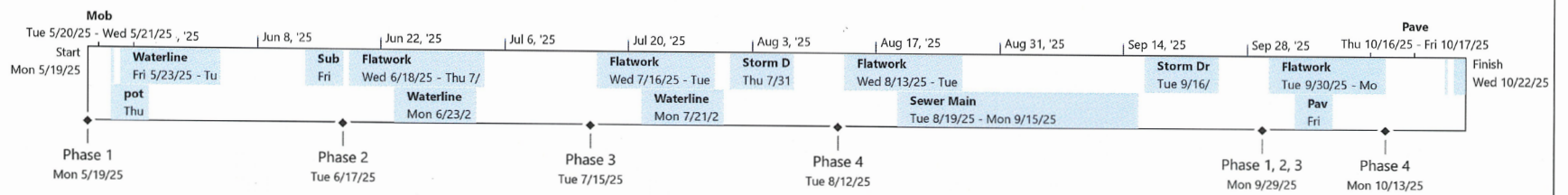
PROJECT TIMELINE

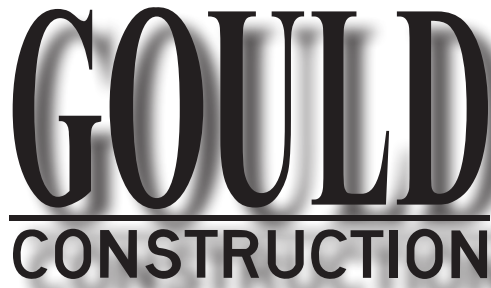


PROJECT TIMELINE

We have attached a Preliminary Construction Schedule with our proposal. There are no long lead items that are of concern to this project. The longest lead items are the storm drain MHs and inlets which will be put into production as soon as possible and will not impact the overall project schedule. Our primary subcontractors will be:

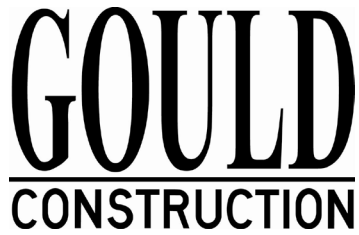
- Grand River Construction for Asphalt Paving
- S2M Construction for Concrete Flatwork





SECTION 4

APPLICABLE WARRANTY INFORMATION



WARRANTY

Gould Construction will provide a warranty for all the work installed on the project per the City of Glenwood Springs standard warranty language in the contract (365 days after the final completion). Gould Construction warrants all materials will be new unless otherwise specified and all work will be performed in a workmanlike manner, with excellent quality, and performed in strict conformance with the Plans and Specs and this Contract, and the work is free from defects in workmanship, to be determined by Owner's reasonable discretion. This "Warranty" shall commence as of the commencement date and remain binding for 365 calendar days after Final Completion of the project. Any work failing to conform to this Warranty is considered defective. Contractor agrees, at its sole expense to promptly repair or replace any defects in said materials and/or workmanship or remedy any failure of the work to conform with the Contract, Plans, and Specs, and this Warranty. This Warranty excludes any damage or defects caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear, and normal usage. Contractor will cause all subcontractors and third-parties hired by Contractor to provide the same or better Warranty, and Contractor indemnifies Owner for any failure by Contractor to do so.



GOULCON-02

EMCCHESENEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 743 Horizon Ct., Suite 201 Grand Junction, CO 81506	CONTACT NAME: Ashley Anderson		
	PHONE (A/C, No, Ext): (970) 254-3302	FAX (A/C, No): (866) 908-6374	
	E-MAIL ADDRESS: ashley.anderson@hubinternational.com		
INSURED Gould Construction Inc PO Box 130 Glenwood Springs, CO 81601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Tokio Marine Specialty Insurance Company		23850
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

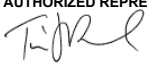
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO831154824	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP831154924	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-0T282663-25-NF	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC831154724	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Prof. Liab			PPK2657537-001	3/1/2025	3/1/2026	1,000,000 / 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Glenwood Springs is an additional insured for General Liability on a primary and non-contributory basis and additional insured for Automobile Liability. A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Glenwood Springs 101 W. 8th Street Glenwood Springs, CO 81601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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HUB International Colorado

2000 S. Colorado Blvd. • Tower II • Suite 150
Denver, CO 80222
Toll Free: (888) 795-0300

hubinternational.com

May 5, 2025

RE: Gould Construction, Inc. – Bonding Prequalification

To Whom It May Concern:

We currently represent Gould Construction, Inc. on all matters involving surety bonding and have had the privilege of doing so for many years. Throughout our long relationship with the company and its principals, they have earned a well-deserved reputation for successful completion of projects in a very workmanlike manner.

Currently, Gould has bonding capacity available in excess of \$35,000,000 on an individual project. Underwriting is provided by Employers Mutual Casualty Company, rated A (Excellent) by A.M. Best with a Treasury Underwriting Limit of \$157,034,000. Because of the reputation and overall track record of the company and its principals, we have not established an aggregate bonding limit and we would gladly consider larger requests should the opportunity arise.

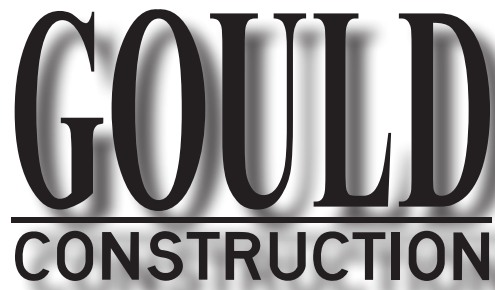
Keep in mind that formal approval of any bond is conditioned upon factors specific to the project, contract, financial position of the company at the time of need and other underwriting conditions, so this letter should not be construed as a formal commitment to provide bonds at this time.

We hold Gould Construction, Inc. and its principals in the highest regard and urge you to extend every possible consideration to their proposal. I would gladly respond to any further inquiry you may have.

Sincerely,

A handwritten signature in blue ink that reads "K'Anne E. Vogel". The signature is fluid and cursive, with the first name "K'Anne" and last name "Vogel" clearly legible.

K'Anne E. Vogel, AFSB
Surety Account Executive
Phone: (970) 541-6026



SECTION 5

REFERENCES

REFERENCES

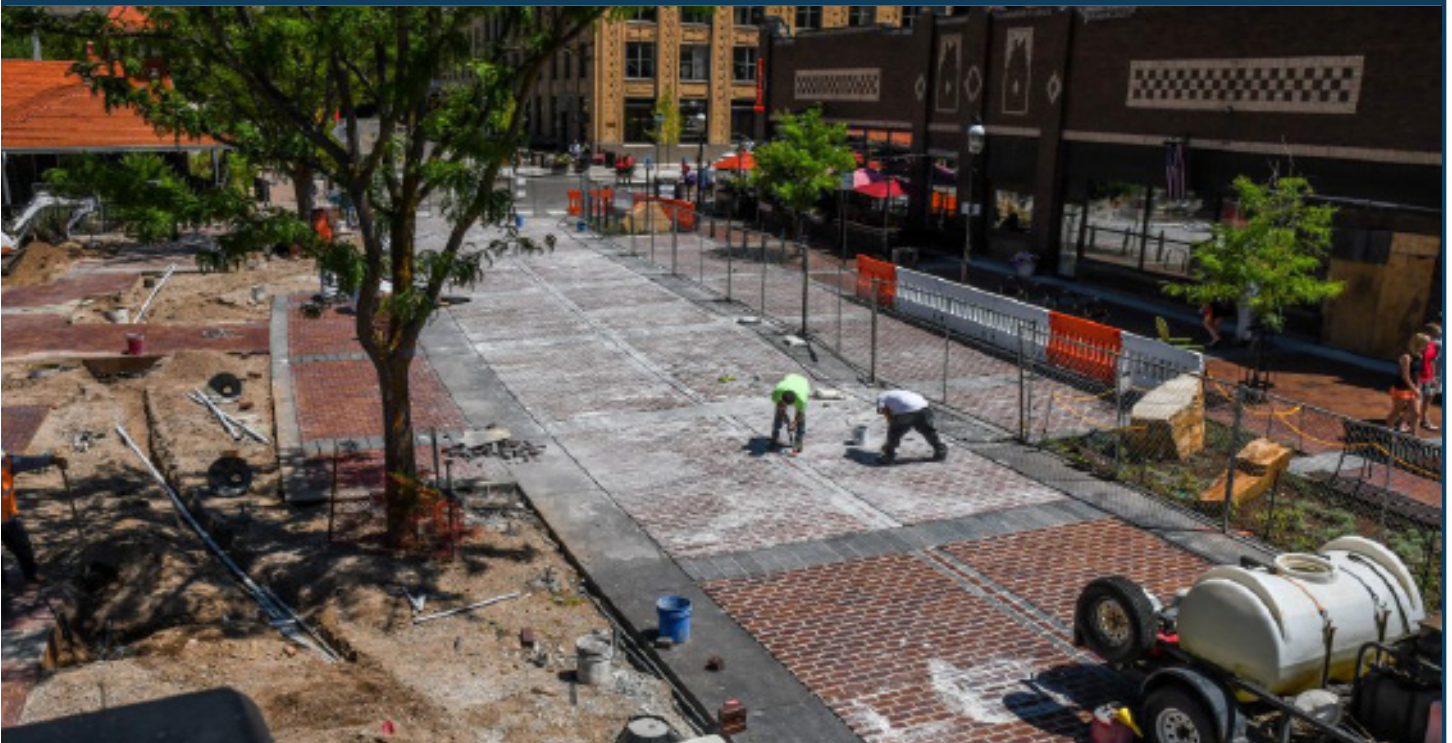
CLIENT NAME	PROJECT NAME
Yancy Nichol, Principal Sopris Engineering 970-704-0311 ynichol@sopriseng.com	Hardwick Bridge, 2022 Atkinson Trail, 2010 Riverview SRTS Trail, 2022 Willits Roundabout, 2011 Roaring Fork Club, 2020
Matt Langhorst, Public Works Director City of Glenwood Springs 970-384-6438 matthew.langhorst@cogs.us	Devereaux Trail, 2022 Cedar Crest Street, 2020 Grand Avenue Pedestrian Bridge, 2017 West Midland Bridge and Shared Use Path, 2017
Pete Rice, Director of Parking and Transportation City of Aspen 970-429-2769 pete.rice@cityofaspen.com	Hallam Street, 2018 Paepcke Transit Hub, 2023
Gary Tennenbaum, Director Pitkin County Open Space and Trails 970-920-5355 gary.tennenbaum@pitkincounty.com	Castle Creek Trail, 2020 Crystal River Rehabilitation, 2020
John Spiess, Open Space/Natural Resource Manager City of Aspen 970-618-6935 john.spiess@aspen.gov	Maroon Creek Multi-Use Trail, 2024
Kevin Sharkey, Trails Program Manager Eagle County, Eco Trails 970-328-3523 kevin.sharkey@eaglecounty.us	Eagle Valley Trail Segment I, 2023 Eagle Valley Trail Segment II, 2023 Eagle Valley Dowd to Minturn Trail Segment III, 2023
Kevin Dooley, Senior Project Engineer and Manager OTAK 904-887-8078 kevin.dooley@otak.com	Maroon Creek Multi Use Trail, 2024 Atkinson Trail, 2010 Eagle Valley Trail Segment I, 2023 Eagle Valley Trail Segment II, 2023
Richard Davies, Senior Staff Engineer Eagle County 414-397-1457 richard.davies@eaglecounty.us	Hillcrest Roundabout, 2024 West Lake Creek Road Bridge, 2024
Michael Fowler, Senior Engineer SGM 970-384-9075 mike@sgm-inc.com	Castle Creek Pedestrian Trail, 2022 Grand Creek Bridge, 2017 County Road 126/117, 2014 Midland Ave., 2022 Brush Creek Culvert Replacement, 2023

7TH STREET BEAUTIFICATION

Project: 7th Street Beautification
Owner: City of Glenwood Springs
Contact: Deric Walters, deric@bu-inc.com
Location: Glenwood Springs, CO
Engineer: Boundaries Unlimited, Inc.
Amount: \$2,647,437.57
Completion: 2019



Gould Construction was hired by the City of Glenwood Springs for the 7th Street Beautification project. This project was built in order to provide a festival street for the City of Glenwood Springs. The work included replacing the existing sewer line, installing new drainage, shallow utilities, and irrigation as well as the installation of a prefabricated restroom. New hardscape included colored concrete, sand set pavers, and mortar set pavers. Minor landscaping and plantings were also part of the beautification. The work was completed in an accelerated fashion. All milestones were met and the project was finished ahead of schedule. Subcontractors included concrete, masonry, handrail fabrication, bypass pumping, concrete paving, asphalt paving, and landscaping.



RED MOUNTAIN SUBDIVISION IMPROVEMENTS PH I & PH II

Project: Red Mountain Subdivision
Improvements PH I and PH II
Owner: City of Glenwood Springs
Contact: Matt Langhorst,
matthew.langhorst@cogs.us
Location: Glenwood Springs, CO
Engineer: SGM
Amount: PH I \$1,808,873.29
PH II \$2,120,575.83
Completion: 2021



Gould Construction was hired by the City of Glenwood Springs for the Red Mountain Subdivision PH I and PH II Improvements project. The Red Mountain Subdivision Improvements project for PH I and PH II included replacing 1700 lf of 8" water main and 18 new water services in an existing neighborhood. A storm drain system was added at the intersection including: 10 inlets, 7 manholes, 700 lf of pipe, valley pans, and rip rap. New curb and gutter, sidewalk, and driveways were added for the entire length of the new roadway. The roadway section was replaced to a 2 ft. depth including 5" of HMA top. One of the main focuses of the project was to provide the neighborhood and the community with a great experience. Gould worked with the City of Glenwood Springs to prioritize the community's questions, concerns, and needs, and make coordinated efforts to assist the residents during shutdowns such as providing 48 hours notice, along with contacts and resources to help the residents throughout the project.



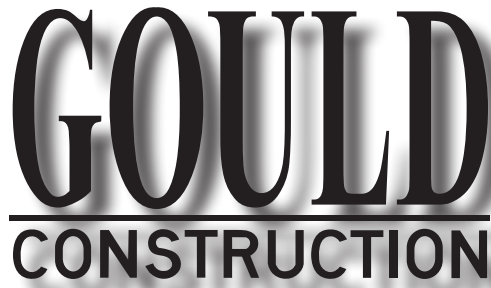
CEDAR CREST STREET/UTILITY IMPROVEMENTS

Project: Cedar Crest Street/Utility Improvements
Owner: City of Glenwood Springs
Contact: Matt Langhorst
matthew.langhorst@cogs.us
Location: Glenwood Springs, CO
Engineer: Boundaries Unlimited, Inc.
Amount: \$3,989,432.50
Completion: 2020



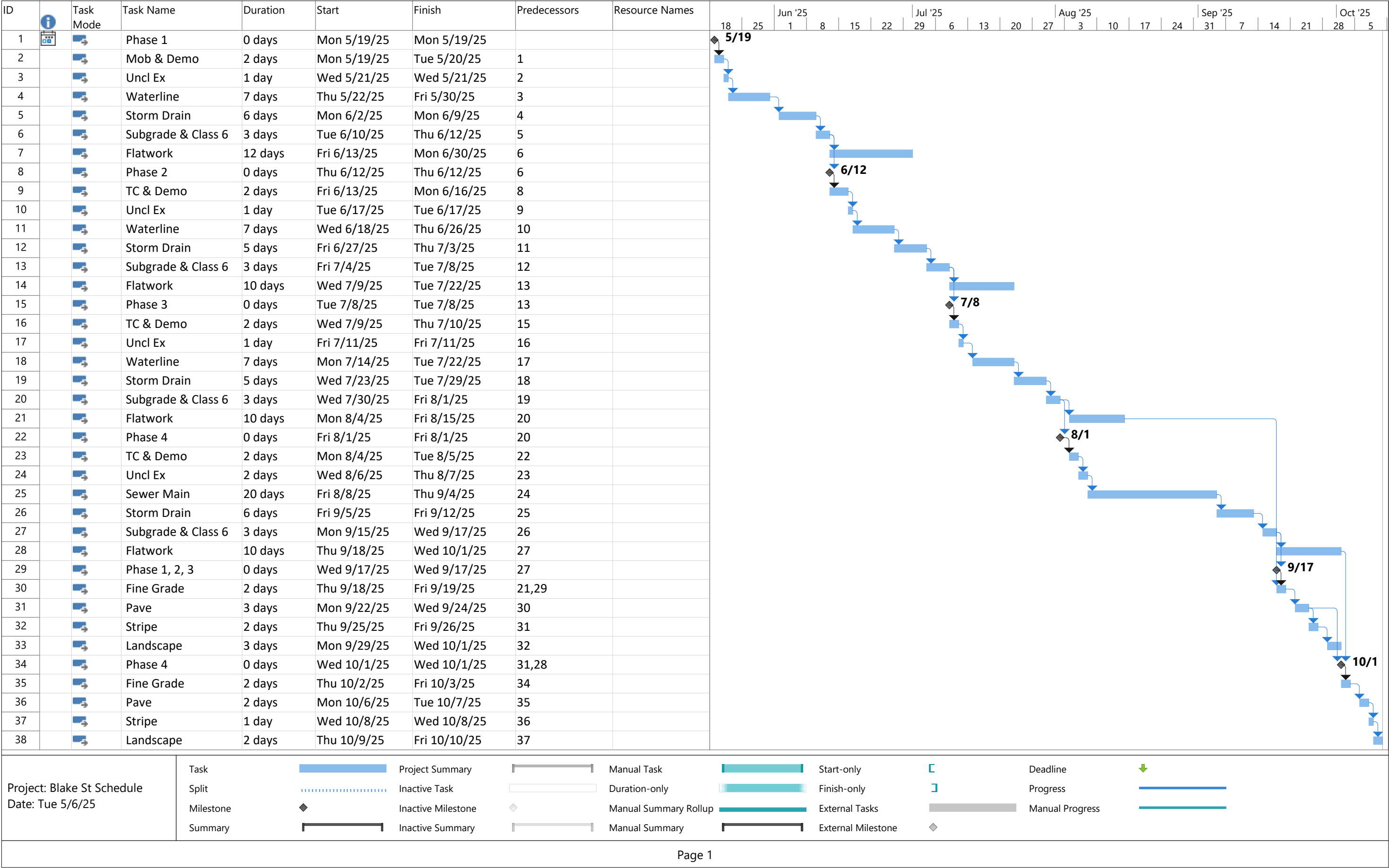
Gould Construction was hired by the City of Glenwood Springs for the Cedar Crest Street/Utilities Improvement project. This project was designed by Boundaries Unlimited and funded by the City of Glenwood Springs. The overall project included updating several city blocks of existing infrastructure for the Cedar Crest Subdivision. The work also included clearing and grubbing of existing trees and vegetation, abandoning existing utilities i.e. water, sewer and fire hydrants as well as installing new main lines and services. Along with updating the utilities, the existing asphalt street pavement was removed in its entirety, and subgraded over-excavation, and stabilization. New road base/asphalt cross section was installed along with a new Design Build 2200 sf concrete snow melt system. Gould also constructed new curb and gutter, sidewalks, storm sewer, shotcrete, and gravity retaining walls. This project also included detailed landscaping to restore all landscaping to existing or better condition. All work was completed under live traffic to allow homeowners access to their homes at the end of each day. All milestones were accelerated and met so the project finished ahead of schedule.

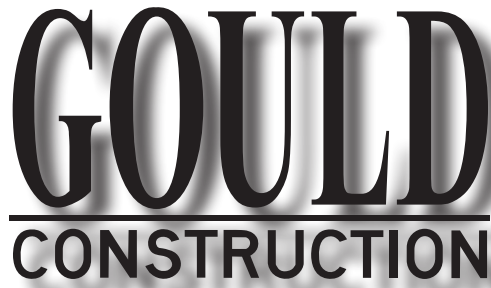




SECTION 6

START DATE AND SCHEDULE





SECTION 7

CLARIFICATIONS



CLARIFICATIONS TO NOTE AS PART OF THIS PROPOSAL

- We have included SDR 35 pipe for the 8 inch Sewer Main. However, from past experience, SDR26 may be required due to the minimal slope angle of the sewer main as it does not deflect as much during installation, potentially creating small low spots in the sewer. The premium to increase from SDR 35 to SDR 26 is roughly \$2800.00.
- We have added 2 each additional Sewer MH's (built into our costs) to aid with bypass pumping and installation of the new sewer main as there are so many services and because we are replacing the existing sewer main as we go.
- The storm drain MHs are called out as 5ft box bases MHs. We have included standard storm drain MHs as these were deemed acceptable on Blake Ave. PH 1.



Blake Avenue Design Phase 2 - Bid Schedule

Wednesday, April 30, 2025

Contract Item No.	Item Description	Unit	Quantity	Unit Cost	Extended Cost
5	CLEAR AND GRUBBING	LS	1	\$2,535.00	\$2,535.00
10	REMOVAL OF INLET	EACH	1	\$1,455.00	\$1,455.00
15	REMOVAL OF WATER SERVICE	EACH	1	\$1,375.00	\$1,375.00
20	REMOVAL FIRE HYDRANT	EACH	3	\$1,970.00	\$5,910.00
25	REMOVAL OF WATER VALVE	EACH	7	\$1,410.00	\$9,870.00
30	REMOVAL OF SIDEWALK	SY	590	\$10.50	\$6,195.00
35	REMOVAL OF CONCRETE PAVEMENT	SY	55	\$35.10	\$1,930.50
40	REMOVAL OF RED CONCRETE (HWY 82)	SF	750	\$13.50	\$10,125.00
45	REMOVAL OF CURB AND GUTTER	LF	1410	\$6.80	\$9,588.00
50	REMOVAL OF ASPHALT MAT	SY	5,910	\$5.00	\$29,550.00
55	REMOVAL OF GROUND SIGN	EACH	10	\$188.00	\$1,880.00
60	SAWING ASPHALT MATERIAL	LF	638	\$5.25	\$3,349.50
65	UNCLASSIFIED EXCAVATION	CY	1,450	\$35.00	\$50,750.00
70	UNSUITABLE MATERIAL	CY	250	\$47.00	\$11,750.00
75	POTHOLING	HR	24	\$395.00	\$9,480.00
80	SWEEPING	HR	40	\$162.00	\$6,480.00
85	AGGREGATE BAG	LF	32	\$22.70	\$726.40
90	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE I)	EACH	1	\$1,000.00	\$1,000.00
95	STORM DRAIN INLET PROTECTION (TYPE II)	EACH	2	\$247.00	\$494.00
100	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	1	\$4,600.00	\$4,600.00
105	RESET STRUCTURE (WATER VALVE)	EACH	4	\$496.00	\$1,984.00
110	RESET MAILBOX STRUCTURE	EACH	1	\$860.00	\$860.00
115	INSTALL BACK FLOW DEVICE	EACH	12	\$182.00	\$2,184.00
120	RESET FIRE HYDRANT	EACH	3	\$7,275.00	\$21,825.00
125	RESET SIGN PANEL	EACH	8	\$491.00	\$3,928.00
130	ADJUST MANHOLE	EACH	8	\$554.00	\$4,432.00
135	TREE RETENTION AND PROTECTION (APPROX 11 TREES)	LS	1	\$2,275.00	\$2,275.00
140	LANDSCAPE RESTORATION	LS	1	\$25,000.00	\$25,000.00
145	AGGREGATE BASE COURSE (CLASS 6)	CY	1436	\$112.30	\$161,262.80
150	RECONDITIONING (SCARIFY & RECOMPACT)	SY	4,650	\$5.00	\$23,250.00
155	HOT MIX ASPHALT (GRADING SX) (PG 58-28)	TON	1,525	\$157.15	\$239,653.75
160	SIDEWALK THROUGH DRIVEWAYS (7 INCH)	SY	64	\$162.40	\$10,393.60
165	RED COLORED WALK (7 INCH) CROSSING AT GRAND	SY	45	\$293.40	\$13,203.00
170	12 INCH HDPE	LF	28	\$145.45	\$4,072.60
175	15 INCH HDPE	LF	647	\$198.00	\$128,106.00
180	18 INCH HDPE	LF	193	\$215.10	\$41,514.30
185	24 INCH HDPE	LF	409	\$225.10	\$92,065.90
190	8 INCH C900 PIPE	LF	904	\$183.00	\$165,432.00
195	6 INCH C900 PIPE	LF	86	\$164.50	\$14,147.00
200	4 INCH C900 PIPE	LF	121	\$164.00	\$19,844.00
205	2 INCH PURE CORE	LF	89	\$185.10	\$16,473.90
210	1 INCH PURE CORE SERVICE	LF	10	\$269.30	\$2,693.00

215	8X8X8 TEE	EACH	3	\$1,503.00	\$4,509.00
220	8X8X6 TEE	EACH	3	\$1,386.00	\$4,158.00
225	8X8X4 TEE	EACH	4	\$1,328.00	\$5,312.00
230	CONCRETE BELL ENCASMENT	EACH	37	\$292.50	\$10,822.50
235	INLET TYPE R L 5 (5 FOOT)	EACH	4	\$10,235.00	\$40,940.00
240	INLET TYPE R L 10 (5 FOOT)	EACH	1	\$16,060.00	\$16,060.00
245	INLET TYPE R L10 (10 FOOT)	EACH	2	\$23,463.00	\$46,926.00
250	INLET TYPE 16 DOUBLE	EACH	1	\$14,723.00	\$14,723.00
255	MANHOLE SLAB BASE (5 FOOT)	EACH	3	\$9,600.00	\$28,800.00
260	8 INCH PLASTIC PIPE SEWER (SDR-35)	LF	504	\$452.30	\$227,959.20
265	CONCRETE SIDEWALK (6 INCH)	SY	1,029	\$125.75	\$129,396.75
270	CONCRETE CURB RAMP	SF	1035	\$14.10	\$14,593.50
275	DETECTABLE WARNINGS	SF	200	\$73.35	\$14,670.00
280	CURB AND GUTTER	LF	1852	\$50.05	\$92,692.60
285	GUTTER TYPE 2 (8 FOOT)	LF	290	\$152.50	\$44,225.00
290		EACH	2	\$5,200.00	\$10,400.00
295		EACH	2	\$4,855.00	\$9,710.00
300		EACH	2	\$18,900.00	\$37,800.00
305	4 INCH SEWER SERVICE	LF	350	\$318.40	\$111,440.00
310	4 INCH GATE VALVE	EACH	4	\$2,556.00	\$10,224.00
315	6 INCH GATE VALVE	EACH	3	\$2,740.00	\$8,220.00
320	8 INCH GATE VALVE	EACH	9	\$3,594.00	\$32,346.00
325	CURB STOP AND BOX	EACH	4	\$1,671.50	\$6,686.00
330	CONSTRUCTION SURVEYING	LS	1	\$35,000.00	\$35,000.00
335	MOBILIZATION	LS	1	\$96,300.00	\$96,300.00
340	EPOXY MARKING WITH GLASS BEADS (CENTERLINE)	LF	1405	\$2.90	\$4,074.50
345	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS (CROSSWALKS, STOP BARS, ARROWS)	SF	960	\$22.10	\$21,216.00
350	TRAFFIC CONTROL	LS	1	\$58,500.00	\$58,500.00
355	MINOR CONTRACT REVISIONS (FA)	LS	1	\$100,000.00	\$100,000.00
360	PUBLIC INFORMATION/COORDINATION	LS	1	\$5,000.00	\$5,000.00
365	SANITARY FACILITY	LS	1	\$2,350.00	\$2,350.00
370	MATERIALS TEST/QUALITY CONTROL	LS	1	\$44,200.00	\$44,200.00
375	PERMIT FEES AND ADMISTRATION	LS	1	\$2,900.00	\$2,900.00
TOTAL				\$2,455,797.30	

this unit should be SF (square foot). Cost stays the same



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Award Request for Qualifications (RFQ) 2025-21Q Benches for North Landing
Action Requested:	Council to award RFQ 2025-21Q to Keystone Ridge Designs for the lowest complete bid at \$48,752
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	These benches were originally pulled from the North Landing project due to the high cost of the overall bid provided by the awarded contractor. To keep the project within the approved budget, staff had value engineered the project and replaced the proposed curved benches with smaller benches. This plan removed some of the design integrity of the project, so staff shifted gears and went back to curved benches. The benches are now being procured by the city directly, thus this RFQ and award. The staff were able to procure a similar approved product, specified by the Landscape Architect, for \$56,548 dollars cheaper than the original bids.
Issues:	None
Fiscal Impact:	The city was able to save \$56,0000 by procuring the benches internally. The total cost is within the overall budget for the project.
Legal Review:	None
Staff Recommendation:	Staff is recommending Council approve RFQ 2025-21Q be awarded to Keystone Ridge Designs for \$48,752.



670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

QUOTATION

QN: 72517
Page: 1 of 4

Bill to: RYAN MUSE
CITY OF GLENWOOD SPRINGS
101 W 8TH STREET
GLENWOOD SPRINGS CO 81601

USA

Quote No: 72517
Quote Date: 4/16/2025
Project Name: GLENWOOD NORTH LANDING PARK
BENCHES
Ter. Manager: Chad White
Quote Valid Until: 7/15/2025
Payment Terms: NET 30
Cust. PO No:

Ship to: *PLEASE PROVIDE NAME*
PLEASE PROVIDE SHIPPING ADDRESS
GLENWOOD SPRINGS, CO 81601

Customer No: 40642
Customer: CITY OF GLENWOOD SPRINGS
Phone No: 970-384-6406
Email: ryan.muse@cogs.us

Delivery Contact:
Phone:
Delivery Notes:

****PLEASE COMPLETE/CONFIRM UPON ORDERING****

QUOTE SUMMARY:

Total Quotation Amount: \$48,752.00
Payment Required to Activate Order: \$0.00
Remaining Balance Due Net 30: \$48,752.00

Price subject to change upon quote expiration.

Quote Detail Continued on Separate Pages



SPECIAL CONSIDERATIONS:

Terms of Sale: Net 30

- * All credit card transactions are subject to a 3% processing fee. This can be waived if paid by check, ACH, or wire transfer.
- * Products and quantities needed are the responsibility of the customer.
- * Net 30 terms are contingent on completion of our Net 30 Request Form via BoldSign. Note that your order will not be processed until this completed form is received.
- * Lift gate service is not available for this shipment.

Line	Item	Description	Qty.		Price	Ext. Price
1	C-XX02-GNLPK1-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 12'6" Outside Radius and 9'3" Total Arc Length, 2 Sections, Skateblock Every 3', Gloss Black, Glenwood North Landing Park	1.00	EA	\$4,815.00	\$4,815.00
2	C-XX02-GNLPK2-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 28'6" Outside Radius and 8'8" Total Arc Length, 2 Sections, Skateblock Every 3', Gloss Black, Glenwood North Landing Park	1.00	EA	\$4,765.00	\$4,765.00
3	C-XX02-GNLPK3-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 43'6" Outside Radius and 22'4" Total Arc Length, 3 Sections, Skateblock Every 3', Gloss Black, Glenwood North Landing Park	1.00	EA	\$4,765.00	\$4,765.00
4	C-XX02-GNLPK4-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 42' Outside Radius and 25' Total Arc Length, 4 Sections, Gloss Black, Glenwood North Landing Park	1.00	EA	\$13,375.00	\$13,375.00
5	C-XX02-GNLPK5-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 31' Outside Radius and 19' Total Arc Length, 4 Sections, Gloss Black, Glenwood North Landing Park	1.00	EA	\$10,165.00	\$10,165.00
6	C-XX02-GNLPK6-0IP-000000-00-0-0001	Custom, ND, Bench With Back, Curved, Ipe Slats, Approximately 23' Outside Radius and 7' Total Arc Length, 1 Section, Gloss Black, Glenwood North Landing Park	1.00	EA	\$3,745.00	\$3,745.00

QUOTE- Miscellaneous Charge(s):

Description	Price
1.) Freight & Packaging	\$7,122.00



670 Mercer Road | Butler, PA 16001-1840
Toll-Free: 1-800-284-8208 | Phone: 724-284-1213
www.keystoneridgedesigns.com

QUOTATION

QN: 72517
Page: 3 of 4

Lines Total	\$41,630.00
Line Miscellaneous Charges	\$0.00
Quote Miscellaneous Charges	\$7,122.00
Total Taxes	\$0.00
Quote Total	\$48,752.00

I acknowledge that I have received and reviewed the complete terms and conditions of this quotation. By signing this page, I understand and accept all of Keystone Ridge Designs' Terms and Conditions as outlined on this page and all proceeding and subsequent pages of the quotation. See following page for complete terms and conditions.

Authorized Signature



STANDARD PAYMENT TERMS

Products and quantities needed are the responsibility of the customer. All products are produced to individual customer specification and unless otherwise stated, require a 50% down payment before manufacturing along with a sign off on this quotation. Balance of materials, freight and packaging and sales tax (if applicable) is due before products ship. This payment method is an effective and efficient system to ensure timely production and scheduling, ultimately providing greater cost savings to the client. MasterCard®, Visa®, American Express® and Discover® are accepted payment methods.

- A 50% down payment of total costs is required to activate an order with an approved credit card, check or money order. Check or money order payment orders will be activated upon receipt. Credit card orders will be immediately activated.
- The remaining 50% of total costs is due before the products will ship from the factory. Upon notification from Client Services, the remaining balance is payable by approved credit card, check or money order.
- If payment in full is received along with order activation, a 2% discount will be applied to material costs only. Credit card purchases, expedited orders and orders requiring payment in full to activate are excluded.
- On the day your products ship, Client Services will contact you with pertinent shipping information.

• **Quote Expiration:** Prices on this quote are valid up to and including the date displayed on the "QUOTE VALID UNTIL" line. After that date, a new quote with current pricing must be acquired from the Keystone Ridge Designs quoting department. Prior to quote expiration, the pricing listed on the quote is not considered locked in until all order activation terms are met, including any necessary sign-offs, payments or deposits. These terms and payments must be met in their entirety before the quote expiration date to place an order. Receipt of a PO does not constitute an agreement. An order only becomes active when the Keystone Ridge Designs terms of the sale are met.

FREIGHT & PACKAGING

Freight and packaging charges to stated shipping address are based on quantities listed on quotation. If the scope of project changes, freight and packaging will be revised accordingly.

Unless otherwise indicated, freight charges do not include unloading and placement. If you require lift gate service (lowering the products to ground level if there is no loading dock), please call for pricing before placing an order.

24-hour advance notification is including with your freight quote. You will receive a call from the shipping company prior to delivery.

DISCOUNTS

Discounts are applied based on a tiered sales volume structure. If products or quantities change, discount will be revised accordingly.

TAX

Sales tax will be assessed only to products shipping to or picked up within Pennsylvania and will be listed as a line item on the quotation.

CANCELLATIONS & RETURNS

A 25% restocking fee will be assessed on returned orders and orders cancelled more than two weeks after placement.

STORAGE

Storage fees will begin to accrue after one month from the date that the client is notified that the products are ready to ship, or one month after the estimated delivery date (whichever is later).

LEAD TIME

Delivery dates are estimated dates only and will vary. Delivery dates are to be determined and will be estimated upon order placement. Final ship date notification will be coordinated through our Client Services.

HARDWARE

Keystone Ridge Designs utilizes high-quality stainless steel assembly hardware where applicable. Anchoring hardware, due to specialization required for each installation, is not supplied. Stainless steel hardware is recommended.

DELIVERY

The bill of lading is considered the client receipt and should be compared to each delivery for discrepancy. Products should be carefully examined for damage incurred during shipment. Keystone Ridge Designs, Inc.® is not responsible for product damage or shortage once the bill of lading is signed by the client. Inconsistency between order and shipment quantities, as well as product damage, must be indicated on the bill of

lading upon delivery and before the freight company leaves the delivery site in order to file a damage claim with Keystone Ridge Designs, Inc. If damage is found or if there are any concerns regarding delivery, immediately notify Client Services at 1-800-284-8208.

WARRANTY

Keystone Ridge Designs warrants all products (other than noted exceptions) against material and workmanship defects for a period of three (3) years from the date of shipment.

Keystone Ridge Designs provides a limited warranty on the powder coat finish that is applied to our products for a period of three (3) years from the date of shipment. Exceptions include Burgundy, Sparkle Silver, and any shades of red, white, or yellow. These exceptions are warranted for a period of one (1) year from the date of shipment. Sparkle Silver, white, and yellow powder coated products can apply for the three (3) year warranty with the purchase of an upgraded e-coat primer finish. Limited warranties for certain other light-toned custom colors will be disclosed at time of selection.

Keystone Ridge Designs offers a limited twenty (20) year warranty against structural failure of our steel manufactured products.

Keystone Ridge Designs offers a limited five (5) year warranty against structural failure of any aluminum frame, assembly, or component.

All warranties are available to the original purchaser only and are not transferable. Eligibility of any stated warranty is dependent upon the product(s) being assembled and installed according to the manufacturer's recommendations and instructions. Products are required to be bolted to the surface to prevent theft, damage, movement, or injury. Umbrellas must be anchored in a base 80 lb. or heavier to be eligible for the three-year warranty.

Products damaged by abnormal use, vandalism, accidents, tampering, or acts of nature are not covered by any warranty, expressed or implied. Modifying, altering or repairing products by anyone other than Keystone Ridge Designs voids the warranty.

During the eligible warranty period, Keystone Ridge Designs, Inc.® will, at its option, repair or replace any product or part found defective upon written notification and inspection by our company representative.

Claims must be sent to Keystone Ridge Design, Inc., Attention: Customer Service, 670 Mercer Rd., Butler, PA 16001

PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc. ® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs™ products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs™ products or promotional materials will be rigorously protected.

Keystone Ridge Designs reserves the right to alter pricing, product design, materials or construction without notice.

Keystone Ridge Designs' products are covered by one or more of the following Patent Nos. Des. D372,133; D376,270; D380,313; D406,700; D406,701; D413,449; D413,738; D414,952; D418,652; D420,814; D421,515; D421,824; D423,166; D423,239; D424,769; D440,060; D446,399; D449,745; D454,674; D456,579; D457,334; D457,701; D457,738; D457,741; D457,742; D458,044; D459,563; D461,336; D465,679; D465,936; D465,952; D466,318; D466,729; D467,104; D471,368; D474,618; D474,619; D481,890; D506,339; D510,216; D515,856; D629,233; D749,861; D794,971; D818,296; D854,346; D856,018; D891,844; patents pending or Exclusive By Design™.

Keystone Ridge Designs, Inc. designs, manufactures and markets an original and exclusive line of site furniture. In accordance with the United States patent process, our products are officially marked with the designated descriptive numbers and required labeling. We strictly prohibit any other labeling which interferes, mutilates or restricts the legal requirements of product identification.



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Ordinance 2025-14; Municipal Court Collection of Unpaid Fines. Second reading
Action Requested:	Approval of Ordinance 2025-14
Department:	Municipal Court
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	With recent changes over the last several legislative sessions, it is becoming increasingly difficult to collect unpaid municipal court fines. Since 2022 the Municipal Court has accrued just under \$30,000 in unpaid fines. Unpaid traffic infractions account for the majority of the outstanding fines. In an effort to collect these, the Municipal Court Administrator has requested authority to send unpaid fines to a collection agency. The proposed ordinance provides that authority.
Issues:	None.
Fiscal Impact:	Nominal.
Legal Review:	Legal drafted the proposed ordinance.
Staff Recommendation:	Approval.

ORDINANCE NO. 14

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADDING SECTION 030.030.130 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING COLLECTIONS OF UNPAID FINES, PENALTIES, AND COSTS BY THE MUNICIPAL COURT.

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

WHEREAS, the Glenwood Springs Municipal Court has recommended amending the Glenwood Springs Municipal Code (the “Code”) to address collections of unpaid fines, penalties and costs; and

WHEREAS, Article 030.030 addresses the powers and functions of the Municipal Court; and

WHEREAS, the City Council finds and declares that the addition of Section 030.030.130 of the Code regarding collection of unpaid fines, penalties and court costs as set forth herein is proper and necessary to advance the public health, safety and welfare of the City’s residents.

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

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

Section 2. **Amendments.** Section 030.030.130 is here by added as follows:

030.030.130 – Collections of unpaid fines, penalties, and costs.

The Municipal Court may use any legal method to collect outstanding fines, penalties and costs including but not limited to the use of collection agencies.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 1ST DAY OF MAY 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Proclamation Honoring Lieutenant Bill Kimminau

Action Requested: Proclamation offered to long-time Lieutenant Bill Kimmanau honoring his service upon retirement.

Department: City Clerk

Presented By: Marco Dehm

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Lieutenant Kimminau is retiring after 30 years with Glenwood's police department.

Issues: None

Fiscal Impact: None

Legal Review: NA

Staff Recommendation: Staff supports this proclamation.



PROCLAMATION

Honoring Lieutenant Bill Kimminau

WHEREAS, **Lt. Kimminau** began his tenure in Glenwood Springs in September 1985, first as a Fire Inspector/Fire Marshall, alongside these roles served as a volunteer Firefighter/Captain. Responsibilities included locating cause and origin in fire/arson investigations and ultimately criminal investigations/prosecution; and

WHEREAS, **Lt. Kimminau** changed the trajectory of his career path in 1989 and joined the Glenwood Springs Police Department where he served as a patrol officer until 1994. He embodies the 'Serve and Protect' mantra. In those years he was pivotal to the Rocky Mountain gas explosion and the 1989 robbery of Smith grocery store (the now current site of the Safeway building); and

WHEREAS, **Lt. Kimminau** was then promoted to the rank of detective from 1994 to 2001. During his time as a detective, he was essential in the homicide investigations of both Lucille Connor and Ruth Ann McDowell; and

WHEREAS, **Lt. Kimminau** was then promoted to the rank of patrol sergeant in 2001, where his years of expertise allowed him to oversee personnel and helped develop them into competent patrol officers; and

WHEREAS, **Lt. Kimminau** was then promoted to the rank of Lieutenant in 2003 and over the last twenty-four years has devotedly taken on the role as the department patriarch; and

WHEREAS, **Lt. Kimminau** has honorably performed his duties with unwavering dedication, professionalism, and excellence for forty years with the City of Glenwood Springs;

THEREFORE BE IT RESOLVED, I, Marco Dehm, Mayor of Glenwood Springs in the State of Colorado, do hereby recognize and express our sincere appreciation to **Lieutenant Bill Kimminau** 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 15th day of May, in the year 2025.

Marco Dehm, Mayor of the City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Support for Take a Minute Campaign

Action Requested: Diane Reynolds, spokesperson for the campaign requested the Council's ongoing support of the program. She appeared at the May 1, 2025 meeting with the request.

Department: City Clerk

Presented By: Danyelle Rigli

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: The goal of Take A Minute is to inclusively partner with all employers and incorporate educational efforts from within their organizations to promote driving facts while increasing driving impact awareness and personal responsibility.

Issues: None.

Fiscal Impact: None.

Legal Review: N/A

Staff Recommendation: Staff defers to Council

5/08/2025

Take A Minute/Slow Down in Town

Formed in response to citizen concerns about the speeds of traffic as it moves around our constrained valley floor.

Our 25 mph Main Street is connected to I-70 and Hwy 82. Unlike other communities in our valley, drivers can arrive to us conditioned to driving @ speeds of over 70 mph, they resist slowing to our community speed.

This original, local effort debuted in 2019, robustly supported by Terri Partch, Tanya Allen, Deb Figueroa and unanimously by our City Council.

The slogan was derived from the statistic that only 60 seconds/1 minute separates driving our 1 1/2 mile valley core @ 25mph (posted speed) versus 33mph.

(a speed that is 30% faster than posted.)

Original steering committee: GWS engineering department, Alpine Bank, VV Hospital, RFSD, DDA, CMC. RFTA responded they would include messaging in their driver training about the importance of respecting our core's speed limit. CDOT willing participates posting our messaging on e-signs over our local highways.

With citizen donations and a grant from our city, yard signs and stickers have been distributed. Messaging has been included in newsletters and letters to the Editor throughout the valley floor.

If we agree traffic speeds are a threat to a sustainable, desirable community, then fortifying Glenwood now is in our best interest. Recently utilizing the Alta Group to deliver their safety recommendations, we can use every means at our disposal toward improving our atmosphere.

Quote: Education is the most powerful weapon which you can use to change the world.

Mission Statement: Dispersing regional pertinent information to change driving expectations and subsequently behavior.

By encouraging every major traffic generating institutions/business to utilize every and any existing internal avenues to disperse information to their "drivers" about

- a) the drive/road that they will encounter
- b) impacts of driving behavior on the communities they pass through.
- c) penalties and fines for breaking laws of our roadways

Countless times I have heard drivers, in disbelief, voice "look at this traffic!"

Movies and sales campaigns, contribute to THESE false expectations:
excessive speeds are FUN,
no consequence crashes,
no homes/families roadside,
no pedestrian concerns,
and primarily -vacant roadways.

When we acknowledge trip pertinent facts we won't EXPECT these illusions

Questions to be answered: facts to be considered
How far and how fast a driver must go to "make up" 5 minutes of time
Population increase in Garfield county last 10 years
expected population increase upcoming years
of tourists expected in GWS/yearly
#of tourists expected in Aspen/yearly
of school participants Rifle to Aspen
#of access points in GWS/Grand Avenue in our posted 25mph zone
#of access points between GWS and Aspen

for every origin to destination trip what will we encounter?

of traffic lights
of traffic lights from Exit 116 to the roundabout in Aspen
longest stretch of Highway 82 without a traffic light
posted road speeds: when, where/why do they change
posted traffic circle speed
awareness of 2 second rule for safe distance between vehicles

of vehicles we daily share the road with
types of vehicles on our roads, weight/size

percentage of registered trucks versus passenger vehicles in Garfield County

grade percentage (coasting/gravity contributes to speed)

right hand turn speed

Fines for:

speeding

blocking an intersection

driving with cell phone in hand

Everyone who drives becomes part of our traffic,
since we're part of the problem we can be part of our own solution.

With thousands of pounds of influence at our fingertips
every time we take the wheel, we can commit to driving in a manner to
grow a healthy desirable community.

Where we lead others will follow

We ask this council to vocally express support for this effort
begun in 2019.

Diane Reynolds

Take A Minute/Slow Down in Town



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Presentation by Botanical Garden Group
Action Requested:	Consideration of public interest for a Botanical Garden
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	A group of residents is interested in establishing a Botanical Garden amenity within the City of Glenwood Springs. This coincides with a new development at HWY 6 & 24 that will displace a greenhouse structure that was moved in 1939 from the Redstone Mansion estate to its present location in West Glenwood Springs. Parties are interested in discussing options with Council for the creation and maintenance of a botanical garden and possible relocation of the structure to facilitate the garden activity and preserve a cultural structure.
Issues:	The greenhouse structure itself is complicated to move and there are ongoing efforts to determine the feasibility of a move. Locating a botanical garden in Glenwood Springs will include significant maintenance and upkeep costs. Additionally, the land referred to as the Confluence, is an area with an undetermined future use and the placement of a botanical garden and structure may complicate future uses. Vandalism is also a concern depending on location and operation.
Fiscal Impact:	Unknown at this time. Costs associated with developing a new Botanical Garden could include the following: • Site preparation • Architectural design and planning • Foundation and structural work • Materials and Construction labor • Electric and plumbing installation costs • Access and parking installation • Cost of professional services for design • Internal infrastructure costs including pathways, amenities, water features, to create a functional garden. • Acquisition of diverse range of plant species
Legal Review:	Not applicable.
Staff Recommendation:	Staff defers to Council on this discussion item for initial comment and suggestion.

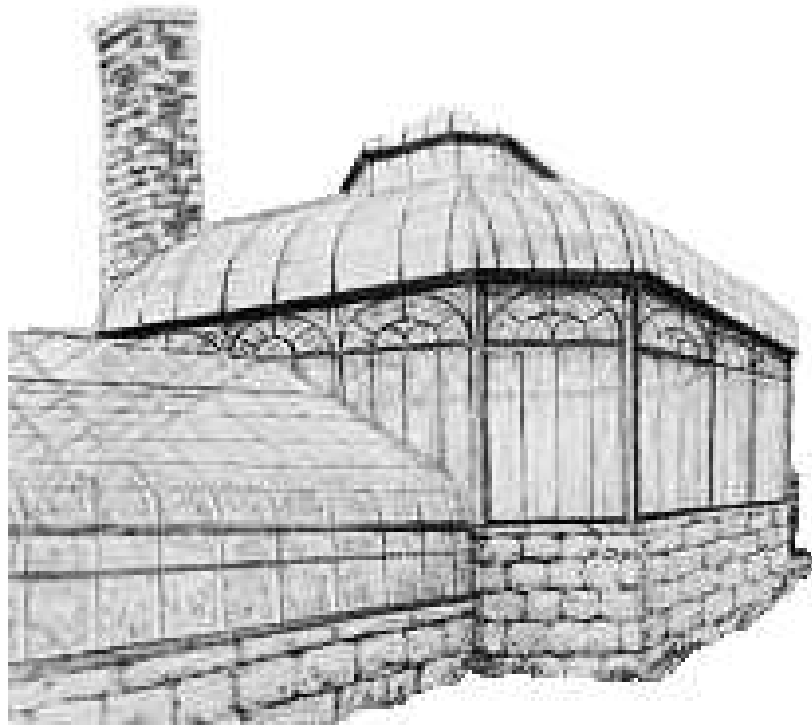
Glenwood Springs Riverside Botanical Garden

Please join us in bringing a beautiful Riverside Botanical Garden to our community. This small but magical garden will bring tranquility, inspiration and a source of joy, while focusing on the importance our rivers and their vital water resources throughout the western slope of Colorado.

We are in the process of seeing if we can acquire the historic greenhouse that was originally part of the Redstone Castle but was relocated out to West Glenwood in 1939. We would like to bring this unique structure to our garden to be our creative centerpiece. Time is of the essence because of the housing development project that will begin this fall, 2025. We are looking at funding opportunities to help jumpstart our vision and would love your support.

Please contact us at: gwsriversidebotanicalgardens@gmail.com or on Facebook at Glenwood Springs Riverside Botanical Gardens



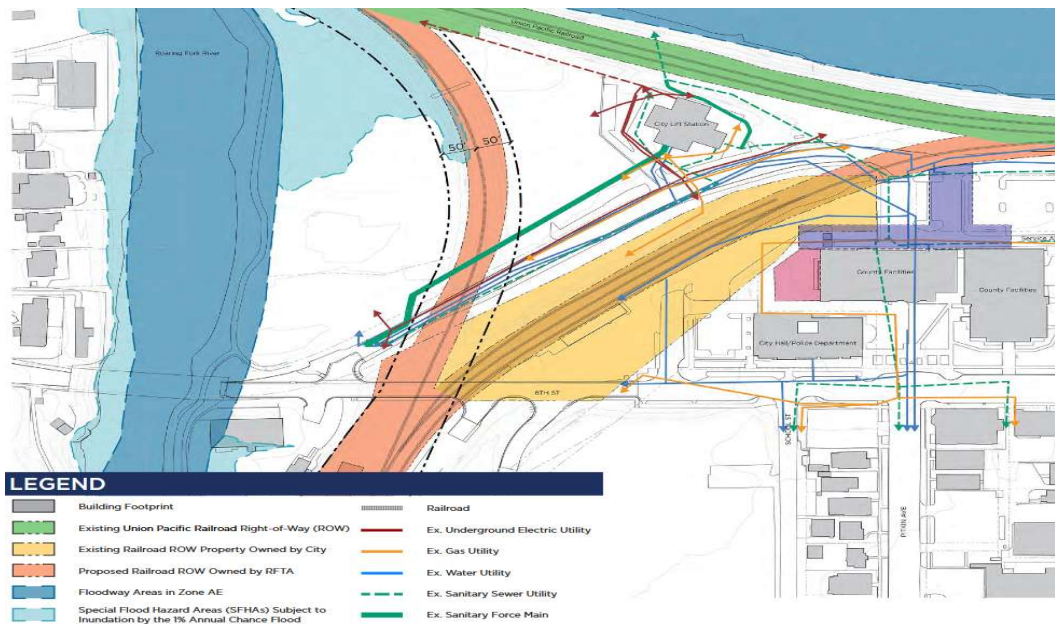


SAVE THE HISTORIC GLENWOOD GARDENS GREENHOUSE

THE GREENHOUSE WAS BUILT BY “COAL BARON” JOHN CLEVELAND OSGOOD IN 1903 & WAS ORIGINALLY LOCATED AT REDSTONE CASTLE. THE STRUCTURE WAS USED TO GROW VEGETABLES DURING THE COLD WINTERS FOR YEARS, BEFORE BEING SOLD BY LUCILLE OSGOOD IN 1938. IT WAS THEN RELOCATED IN 1939 TO WEST GLENWOOD.

IN LIGHT OF UPCOMING PROPERTY DEVELOPMENT, CITIZENS ARE CONNECTING IN OUR EFFORTS TO PLAN FOR THE DISMANTLING AND RELOCATION OF THE HISTORIC GREENHOUSE BUILDING WHILE CREATING A VALUABLE COMMUNITY ASSET

FOR INFO AND TO GET INVOLVED, EMAIL GWSRIVERSIDEBOTANICALGARDENS@GMAIL.COM



Executive Summary

In the fall of 2021, the seeds were planted with a dream of bringing a small and unique Botanical Garden to the City of Glenwood Springs, Colorado.

Situated on the Roaring Fork River, where the "Confluence" merges towards the Colorado River, was the perfect location for the magic of this project to germinate.

Working alongside the Glenwood Springs Garden Club, the City of Glenwood Springs, the Downtown Development Authority, Parks and Recreation/River and Historical Preservation Commissions, as well as other enthusiastic partners within our community, the Riverside Botanical Gardens has started to bloom, and we are excited for its future.

Vision for the Gardens

The four-acre parcel of land, that used to be the wastewater treatment plant, is the perfect location for this garden because of its proximity to our historic downtown community. It is also a wonderful opportunity to connect our two major parks-Veltus and Two Rivers with a consistent flow of energy that encourages pedestrian friendly pathways. 6th street and the "Art Walk" project that the DDA is currently working on, will also be included in our garden's planning.

Incorporating the use of native plants and trees of western Colorado will be a crucial vision for our garden. Also, using the opportunity to educate the public about water conservation resources and eco-friendly options in gardening and landscaping will be one of our main goals.

This Botanical Garden will be an open space that everyone in our community, as well as our visitors, can enjoy, as well as providing a special place for events such as; tea parties (annual fundraising events), weddings, celebrations of life, art nights, herbal plant workshops, photography inspiration, and so much more.

Goals and Objectives

1. *Acquiring a long-term lease from the City of Glenwood Springs (20 plus years) to a 501(C)(3)-nonprofit organization.*
2. *Establishing our official business plan, committee's responsibility, fundraising and grant opportunities.*
3. *Seeking legal, financial, structural engineering and landscaping architecture advice from our community. (pro-bono, volunteer status)*
4. *Security of the property with fencing and cameras.*
5. *Insurance, liability, etc.*
6. *Re-location of the historic greenhouse from West Glenwood to this property (dismantling and re-building). General contractors.*
7. *Funding for an optional building (if the greenhouse does not work out) that would be an event center, gift shop, cafe and meeting room.*
8. *Signage posted about the arrival of the Botanical Garden to our community and then professional signage in various locations in and around the garden. Entrance into parking lot area as well as the two "Moon Gates" (the tunnel walkway and the entry point from the Rio Grande River trail).*
9. *Irrigation, soil improvements, grounds keeping and establishing the actual garden plots. Working with solar power and ethno-botany concepts.*
10. *Substantial lighting around the garden-security as well as visual aesthetics. (DDA has mentioned they could assist us with this project)*
11. *Small eco-friendly public restroom*
12. *Small storage facility on the property*
13. *Paving of the public parking lot (City), as well as paved sidewalks inside the garden area. (handicapped accessible)*
14. *Inviting community service groups (Rotary, Kiwanis, Lyons, Elks, Eagles), Public Schools (GSHS-GSES), Roaring Fork nurseries and landscaping companies and more, to assist with the on-going upkeep and maintenance of our community Botanical Garden.*
15. *Brochures and maps*



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Workforce Housing Advisory Board Funding Recommendation for Mobile Home Park Preservation

Action Requested: Approval of Workforce Housing Fund Advisory Board Funding Recommendation for affordable housing preservation

Department: Economic and Community Development

Presented By: Hannah Klausman, Kevin Rayes

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

Background Info: The Mountain Mobile Home Park (AKA the Glen Valley Cooperative) is located at 125 Center Drive, along the north side of US 6 adjacent to Bighorn Toyota. The park contains 40 dwelling units and is home to many long-term residents. Twenty residents work in Glenwood Springs, 17 residents are school-age children, eight are under school age, and nine are retired. (See the Mountain Mobile Home Park Informal Census in Exhibit A.)



The park recently went on the market with a purchase price of approximately \$4.5 million. Pursuant to state statute, when selling a mobile home park, property owners are required to provide residents with a minimum of 120 days to organize a resident cooperative and submit a formal offer to purchase the park. Thistle Community Housing – a Colorado-based nonprofit – is working with park residents to purchase the land to form a Resident Owned Community (ROC). The 120-day notice period ended on April 3rd and the property is currently under contract with the ROC.

After accounting for upfront expenses such as closing fees, due diligence, and immediate improvements, approximately \$5,150,000 will be required to purchase the site. Most of these costs will be financed as a loan from Thistle's network partner, ROC USA Capital. An additional grant of \$80 thousand from Thistle is anticipated to help shore up funding. (A comprehensive breakdown of expenses is included in Exhibit B.)

These funding sources are sufficient to purchase the property. However, without additional funding, the rent per resident would increase by up to \$390 per month. According to a recent Thistle survey, a large share of households in this park earn below 80 percent of the Area Median Income; even modest rent increases may severely cost-burden existing residents and risk displacement from the mobile home park. The 2c Workforce Housing Fund is a potential funding source that can be used to help offset costs and keep residents in their homes.

Thistle, on behalf of residents of the Mountain Mobile community, is seeking a forgivable loan from the 2c Workforce Housing Fund to reduce the financial strain on existing residents to purchase the park. Exhibit C lays out a range of possible subsidy amounts that WHFAB reviewed prior to their recommendation. As the subsidy amount increases, the rental rate decreases accordingly.

Exhibits

Exhibit A | Informal Census of Mountain Mobile Home Park

Exhibit B | Mountain Mobile Pro-Forma

Exhibit C | Range of Possible Subsidy Amounts

WHFAB Recommendation

At its regularly scheduled hearing on April 8th, the Workforce Housing Fund Advisory Board (WHFAB) recommended approval of \$1.5 million dollars of 2c funds subject to the following conditions:

1. The resident owned cooperative will enter into a mutually acceptable loan agreement with the City of Glenwood Springs, including execution by the resident cooperative of a promissory note and subordinate deed of trust to secure the loan.
2. Following closing on the property, the resident cooperative will work with City Staff to memorialize certain affordability restrictions. The details of such restrictions will be worked out later, but may include deed restrictions, zoning overlays, or other legal mechanisms to ensure use of the property as a mobile home park in perpetuity. Pending memorialization of the affordability/use requirements, the loan will be forgiven.

Issues:

At the work session on May 1, Council expressed concern about the energy efficiency of mobile homes compared to traditional stick-built dwellings. Staff concurs that modular housing is generally less energy efficient compared to most permanent structures. With that said, it is important to consider the pivotal role that this housing plays in our community. Mobile home parks are considered one of the last forms of 'naturally occurring' affordable housing in Glenwood Springs. When a park goes on the market, the value of the land is not based on what exists there today but rather what could be built in the future. There are currently no zoning overlays, covenants, or deed restrictions in place to keep residents in their homes. When a park is purchased, the owner can raze existing homes, and build something else (as long as it meets zoning requirements). Regardless of what is built, dozens of residents are displaced in the process. Many will never find an affordable place to live in town and will likely move elsewhere.

To illustrate the affordability of mobile home parks, staff is providing research from the [National Low Income Housing Coalition that completed a study](#) in 2019 analyzing the affordability of different housing types and tenures. In summary, they found that *"owning a Mobie Home unit as well as the land where the unit is located leads to the highest levels of affordability, whereas renting the dwelling and/or the land on which it sits comes with additional costs that reduce the deep affordability of manufactured homes."* The study further breaks out the average portion of income spent by housing category:

- Households that rent their mobile home and its site paid the highest average portion of their income for housing at 35%.
- Conventional renters had the next highest rate at 33%.
- Mobile home owners that rent their lots paid 27%
- Conventional homeowners paid 23%.
- Mobile Home owners who owned their units and the land paid the smallest portion of their income at 20%.

Property rehabilitation is one of the goals set forth in the WHFAB Implementation Plan. It presents an opportunity to explore strategies that might improve the efficiency of mobile home parks like this one. But the homes need to be preserved first. The City's contribution towards funding the resident-owned acquisition of this mobile home park is the first step towards stabilizing housing for these long-term residents, and it opens the opportunity to provide rehabilitation solutions in the future.

Fiscal Impact:

As of April 1, the Workforce Housing Fund has just over \$1 million unallocated. Based on historical trends, the fund brings in around \$120 thousand per month. If Council supports the full \$1.5 million, the funds will be paid in two separate tranches. The initial \$750 thousand can be paid upfront. The remaining balance can be paid later this year once the fund is sufficiently topped off. WHFAB recommended paying the second tranche after September of this year, or when sufficient funds are available (whichever comes later).

Legal Review:

If Council supports the request for funding, the City's legal team will work with Staff and park residents to determine the appropriate legal instrument to memorialize affordability restrictions in a manner consistent with Staff's recommendation described below.

Staff Recommendation:

The Workforce Housing Fund Advisory Board Implementation Plan was adopted by City Council in February 2024. A goal of the plan is to increase affordable housing by three percent a year* via property preservation and affordable housing creation strategies. One such strategy is to establish a property acquisition pilot program to facilitate the purchase of existing properties (i.e., mobile home parks) for affordable housing preservation. The request to fund a resident-owned acquisition of a mobile home park is consistent with these goals and will serve as an example that can be applied to future requests. Furthermore, preservation of the mobile home park will help Glenwood Springs meet Colorado Proposition 123 requirements and remain eligible for future funding opportunities from the state.

*Based on the 2023 Strategic Housing Plan's projected long-range need for dwelling units.

WHFAB recommended approval of \$1.5 million dollars of 2c funds subject to the following conditions:

1. The resident owned cooperative will enter into a mutually acceptable loan agreement with the City of Glenwood Springs, including execution by the resident cooperative of a promissory note and subordinate deed of trust to secure the loan.
2. Following closing on the property, the resident cooperative will work with City Staff to memorialize certain affordability restrictions. The details of such restrictions will be worked out later, but may include deed restrictions, zoning overlays, or other legal mechanisms to ensure use of the property as a mobile home park in perpetuity. Pending memorialization of the affordability/use requirements, the loan will be forgiven.

Work in Glenwood Springs	Work in the Valley	School Age Children	Under School Age	Retired	We All Shop in Glenwood Springs	How many years lived in the park
1 Enterprise	3 Carbondale	17 school age children	8 under school age	9 Retired	Doctors	17 : 5 years or less
1 Fire Department	5 in the Valley	2 handicap children with wheelchairs			Mechanics	7: 6 - 10 years
3 City of Glenwood Springs	2 in Basalt				Clothing	16: 11 - 31 years
3 Housekeeping	1 in Willits				Groceries	
1 Glenwood High School	3 Aspen				Medicine	
2 Glenwood Hot Springs Pool	2 El Jebel				Health Clubs	
2 Downtown Glenwood	1 Silt				Home improvements	
1 Builders First	1 Avon				Restaurants	
2 Aspen Mini Donuts					Pet supplies	
1 Rafa's Mechanics						
1 Berthed Motors						
2 Tony's Bakery						
1 Compass Peak Imaging						
1 Great Clips						
22 Total	18 Total	19 Total	8 Total	9 Total		40 Total

Numbers of Residence living in the Park
Total: 123
123 Total

Exhibit B | Mountain Mobile Pro-Forma

0		
ASSUMPTIONS		
Number of Units:	40	40
Vacancy percentage - actual	0.0%	0
Vacancy & Rent Loss - Budgeting Projection	3.0%	0
Subscription Agreement down-payment amount		
Share Price		
# paying at closing		
# paying over time		
CTAP Fee	4.00%	
ROC USA™ Capital		
Interest	5.25%	
Amortization	30	
Term	10	
Loan to Value Rate(%)	79%	
2nd Mortgage		
Interest		
Amortization	40	
Term	10	

Interest	Pad Rent																	
	\$ 200	\$ 250	\$ 300	\$ 350	\$ 400	\$ 450	\$ 500	\$ 550	\$ 600	\$ 650	\$ 700	\$ 750	\$ 800	\$ 850	\$ 900	\$ 950	\$ 1,000	
0.0%	-0.3%	-0.1%	0.1%	0.3%	0.4%	0.6%	0.8%	1.0%	1.2%	1.4%	1.6%	1.8%	2.0%	2.2%	2.4%	2.6%	2.8%	
0.5%	-0.3%	-0.1%	0.1%	0.2%	0.4%	0.6%	0.8%	1.0%	1.1%	1.3%	1.5%	1.7%	1.8%	2.0%	2.2%	2.4%	2.6%	
1.0%	-0.3%	-0.1%	0.1%	0.2%	0.4%	0.6%	0.7%	0.9%	1.1%	1.2%	1.4%	1.5%	1.7%	1.9%	2.0%	2.2%	2.4%	
1.5%	-0.3%	-0.1%	0.0%	0.2%	0.4%	0.5%	0.7%	0.8%	1.0%	1.1%	1.3%	1.4%	1.6%	1.8%	1.9%	2.1%	2.2%	
2.0%	-0.2%	-0.1%	0.0%	0.2%	0.3%	0.5%	0.6%	0.8%	0.9%	1.1%	1.2%	1.3%	1.5%	1.6%	1.8%	1.9%	2.1%	
2.5%	-0.2%	-0.1%	0.0%	0.2%	0.3%	0.4%	0.6%	0.7%	0.9%	1.0%	1.1%	1.3%	1.4%	1.5%	1.7%	1.8%	1.9%	
3.0%	-0.2%	-0.1%	0.0%	0.2%	0.3%	0.4%	0.5%	0.7%	0.8%	0.9%	1.1%	1.2%	1.3%	1.4%	1.6%	1.7%	1.8%	
3.5%	-0.2%	-0.1%	0.0%	0.2%	0.3%	0.4%	0.5%	0.6%	0.7%	0.9%	1.0%	1.1%	1.2%	1.3%	1.5%	1.6%	1.7%	
4.0%	-0.2%	-0.1%	0.0%	0.1%	0.3%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.2%	1.3%	1.4%	1.5%	1.6%	
4.5%	-0.2%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.3%	1.4%	1.5%	
5.0%	-0.2%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.3%	1.4%	
5.5%	-0.2%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.2%	1.3%	
6.0%	-0.1%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.4%	0.5%	0.6%	0.6%	0.7%	0.8%	0.9%	1.0%	1.1%	1.2%	1.3%	
6.5%	-0.1%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.4%	0.4%	0.5%	0.6%	0.7%	0.8%	0.9%	0.9%	1.0%	1.1%	1.2%	
7.0%	-0.1%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.3%	0.4%	0.5%	0.6%	0.7%	0.7%	0.8%	0.9%	1.0%	1.1%	1.1%	
7.5%	-0.1%	-0.1%	0.0%	0.1%	0.2%	0.3%	0.3%	0.4%	0.5%	0.6%	0.6%	0.7%	0.8%	0.9%	0.9%	1.0%	1.1%	
8.0%	-0.1%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.4%	0.5%	0.5%	0.6%	0.7%	0.7%	0.8%	0.9%	1.0%	1.0%	
8.5%	-0.1%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.4%	0.4%	0.5%	0.6%	0.6%	0.7%	0.8%	0.8%	0.9%	1.0%	
9.0%	-0.1%	0.0%	0.0%	0.1%	0.2%	0.2%	0.3%	0.3%	0.4%	0.4%	0.5%	0.5%	0.6%	0.7%	0.7%	0.8%	0.9%	

0	Acquisition Finance		
Acquisition Budget:			
Purchase Price	\$4,500,000	\$112,500	Per Site
Transfer Tax	\$45,000		
Survey	\$15,000		
ROC USA* Capital Origination Fee	\$38,658	\$38,658	
ROC USA CTAP Closing Fee	\$206,176	206176.1489	
ROC USA unearned TA fees (estimate)	\$45,000		
Lender Legal Fees	\$10,000		
Borrower's Legal Fees	\$15,000		
Title Insurance	\$20,618	20617.61489	
Recording & Misc Fees	\$2,000		
Appraisal	\$5,000		
Environmental Site Assessment #1	\$3,500		
Predevelopment Loan & Accrued Interest	\$5,000		
Property Conditions Report	\$6,000		
Septic inspections	\$0		
Potholing mains and laterals	\$15,000		
Rent shortfall	\$5,400	1 months	
Property Tax Proration	\$14,303		
Insurance Premium - First Year	\$8,000		
Debt Service Reserve 1 mos	\$19,738	19,738	
Working Capital (1.5 mos)	\$16,201		
Rent tier for 2 year jump (1/2 subsidized)	\$32,400	32,400	
Acq Contingency	\$25,772	25,772	
Bridge Loan Interest (3 months)	\$0	3	
Interest only for 1st mortgage payment	\$15,638	15,638	
Replacement Reserve	\$10,000		
Immediate Improvements	\$75,000		
Total Financing Needed:	\$ 5,154,404		
Financing Package:			
ROC USA Capital (5.25% - 10/30)	\$ 3,574,404	\$ 19,738	15638
2nd mortgage(0.00% - 10/40)		\$ -	\$ -
Grant	1,500,000		
Sb 1 grant	80,000		
Resident Corporation Equity			
Total:	\$ 5,154,404	\$ 19,738	

Operating Expenses:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Management	\$ 31,200	31,824	32,460	33,110	33,772	34,447	35,136	35,839	36,556	37,287
Marketing	\$ -	0	0	0	0	0	0	0	0	0
Maintenance	\$ 10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
Landscaping	\$ -	0	0	0	0	0	0	0	0	0
Office	\$ -	0	0	0	0	0	0	0	0	0
Accounting	\$ 10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
Legal	\$ 3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585
Licenses/Permits	\$ 2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390
Salary	\$ -	0	0	0	0	0	0	0	0	0
Insurance	\$ 8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561
Real Estate Taxes	\$ 28,606	29,178	29,762	30,357	30,964	31,584	32,215	32,860	33,517	34,187
Reserve Contributions	\$ 10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951
General Utilities	\$ 16,800	17,136	17,479	17,828	18,185	18,549	18,920	19,298	19,684	20,078
Septic/Sewer	\$ -	0	0	0	0	0	0	0	0	0
Trash	\$ -	0	0	0	0	0	0	0	0	0
Snow Removal	\$ 6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171
Electric	\$ -	0	0	0	0	0	0	0	0	0
Natural Gas	\$ -	0	0	0	0	0	0	0	0	0

Exhibit B | Mountain Mobile Pro-Forma

[illegible]

DRAFT. This is not a commitment of financing.
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Exhibit C | Possible Subsidy Amounts

Scenario 1: No Subsidy							
Current Lot Fee Rent		\$720	New Lot Rent		\$1,110	Monthly Increase/Resident	\$390
Yearly Lot Rent		\$8,640	New Yearly Rent		\$13,320	Annual Increase/Resident	\$4,680
1 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$14,340	\$21,510	93%	62%	
2	30-50% AMI		\$21,511	\$35,850	62%	37%	
2	50-60% AMI		\$35,851	\$43,020	37%	31%	
7	60-80% AMI		\$43,021	\$57,360	31%	23%	
6	>80% AMI		\$57,361	Unkown	23%	Unkown	
2 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$16,400	\$24,600	81%	54%	
2	30-50% AMI		\$24,601	\$41,000	54%	32%	
2	50-60% AMI		\$41,001	\$49,200	32%	27%	
7	60-80% AMI		\$49,201	\$65,600	27%	20%	
6	>80% AMI		\$65,601	Unkown	20%	Unkown	

Scenario 2: \$500K Subsidy							
Current Lot Fee Rent		\$720	New Lot Rent		\$1,025	Monthly Increase/Resident	\$305
Yearly Lot Rent		\$8,640	New Yearly Rent		\$12,300	Annual Increase/Resident	\$3,660
1 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$14,340	\$21,510	86%	57%	
2	30-50% AMI		\$21,511	\$35,850	57%	34%	
2	50-60% AMI		\$35,851	\$43,020	34%	29%	
7	60-80% AMI		\$43,021	\$57,360	29%	21%	
6	>80% AMI		\$57,361	Unkown	21%	Unkown	
2 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$16,400	\$24,600	75%	50%	
2	30-50% AMI		\$24,601	\$41,000	50%	30%	
2	50-60% AMI		\$41,001	\$49,200	30%	25%	
7	60-80% AMI		\$49,201	\$65,600	25%	19%	
6	>80% AMI		\$65,601	Unkown	19%	Unkown	

Scenario 3: \$1 Million Subsidy							
Current Lot Fee Rent		\$720	New Lot Rent		\$950	Monthly Increase/Resident	\$230
Yearly Lot Rent		\$8,640	New Yearly Rent		\$11,400	Annual Increase/Resident	\$2,760
1 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$14,340	\$21,510	79%	53%	
2	30-50% AMI		\$21,511	\$35,850	53%	32%	
2	50-60% AMI		\$35,851	\$43,020	32%	26%	
7	60-80% AMI		\$43,021	\$57,360	26%	20%	
6	>80% AMI		\$57,361	Unkown	20%	Unkown	
2 Person HH							
# of Houses	Household Income Range		Income Range		% of income spent on housing		
9	<30% AMI		\$16,400	\$24,600	70%	46%	
2	30-50% AMI		\$24,601	\$41,000	46%	28%	
2	50-60% AMI		\$41,001	\$49,200	28%	23%	
7	60-80% AMI		\$49,201	\$65,600	23%	17%	
6	>80% AMI		\$65,601	Unkown	17%	Unkown	

Exhibit C | Possible Subsidy Amounts

Scenario 4: \$1.25 Million Subsidy					
Current Lot Fee Rent	\$720	New Lot Rent	\$900	Monthly Increase/Resident	\$180
Yearly Lot Rent	\$8,640	Yearly Rent	\$10,800	Annual Increase/Resident	\$2,160
1 Person HH					
# of Houses	Household Income Range	Income Range		% of income spent on housing	
9	<30% AMI	\$14,340	\$21,510	75%	50%
2	30-50% AMI	\$21,511	\$35,850	50%	30%
2	50-60% AMI	\$35,851	\$43,020	30%	25%
7	60-80% AMI	\$43,021	\$57,360	25%	19%
6	>80% AMI	\$57,361	Unkown	19%	Unkown
2 Person HH					
# of Houses	Household Income Range	Income Range		% of income spent on housing	
9	<30% AMI	\$16,400	\$24,600	66%	44%
2	30-50% AMI	\$24,601	\$41,000	44%	26%
2	50-60% AMI	\$41,001	\$49,200	26%	22%
7	60-80% AMI	\$49,201	\$65,600	22%	16%
6	>80% AMI	\$65,601	Unkown	16%	Unkown

Scenario 5: \$1.5 Million Subsidy					
Current Lot Fee Rent	\$720	New Lot Rent	\$855	Monthly Increase/Resident	\$135
Yearly Lot Rent	\$8,640	Yearly Rent	\$10,260	Annual Increase/Resident	\$1,620
1 Person HH					
# of Houses	Household Income Range	Income Range		% of income spent on housing	
9	<30% AMI	\$14,340	\$21,510	72%	48%
2	30-50% AMI	\$21,511	\$35,850	48%	29%
2	50-60% AMI	\$35,851	\$43,020	29%	24%
7	60-80% AMI	\$43,021	\$57,360	24%	18%
6	>80% AMI	\$57,361	Unkown	18%	Unkown
2 Person HH					
# of Houses	Household Income Range	Income Range		% of income spent on housing	
9	<30% AMI	\$16,400	\$24,600	63%	42%
2	30-50% AMI	\$24,601	\$41,000	42%	25%
2	50-60% AMI	\$41,001	\$49,200	25%	21%
7	60-80% AMI	\$49,201	\$65,600	21%	16%
6	>80% AMI	\$65,601	Unkown	16%	Unkown



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Ordinance 2025-15; Authorizing the use of Speed Cameras
Action Requested:	Determine whether or not Council would like to pass an Ordinance initiating the use of speed cameras to help control traffic speeds in town.
Department:	Police Department
Presented By:	Joseph Deras, John Hassell
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life
Background Info:	This was the subject of an earlier work session.
Issues:	None at this time.
Fiscal Impact:	This was outlined in the staff report and subsequent work session discussion.
Legal Review:	Legal has drafted an Ordinance for Council to consider.
Staff Recommendation:	Staff supports the implementation of speed cameras in town.

ORDINANCE NO. 15

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADDING SECTION 120.040.040 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING UTILIZING AUTOMATED VEHICLE IDENTIFICATION SYSTEMS.

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

WHEREAS, pursuant to C.R.S. § 42-4-110.5, the City is authorized to utilize automated vehicle identification systems to detect violations of traffic regulations adopted by the City, subject to certain conditions and limitations; and

WHEREAS, the City of Glenwood Springs Police Department desires to install automated vehicle identification systems to ensure more robust enforcement of the City’s traffic laws; and

WHEREAS, the Glenwood Springs Municipal Court has recommended amending the Glenwood Springs Municipal Code (the “Code”) to address the use of automated vehicle identification systems within the City; and

WHEREAS, Article 120.040 of the Code addresses the City’s traffic regulations; and

WHEREAS, the City Council finds and declares that the addition of Section 120.040.040 of the Code regarding the use of automated vehicle identification systems as set forth herein is proper and necessary to advance the public health, safety and welfare of the City’s residents.

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

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

Section 2. **Amendments.** Section 120.040.040 is hereby added as follows:

120.040.040 – Automated Vehicle Identification Systems

(a) For purposes of this section, the following definitions shall apply:

Automated Vehicle Identification System shall have the same meaning as provided in C.R.S. § 42-4-110.5.

Civil Penalty Assessment Notice shall mean a notice mailed via first-class mail or personally served to a registered owner of a vehicle involved in any speed violation or traffic control signal violation that has previously received a notice of violation.

Notice of Violation shall mean a notice mailed via first-class mail or personally served to a registered owner of a vehicle involved in any speed violation or traffic control signal violation detected by an automated vehicle identification system advising that the violation has been detected, or a similar notice mailed to the operator of the vehicle identified by a registered owner of said vehicle.

Residential Neighborhood shall have the same meaning as provided in C.R.S. § 42-4-110.5.

(b) Notices of Violation in General

- (i) If the City detects any alleged violation of a county or municipal traffic regulation or traffic violation under state law using an automated vehicle identification system, then the City shall issue, or cause its vendor to issue, to the registered owner of the motor vehicle involved in the alleged violation, by first-class mail or personal service, a Notice of Violation.
- (ii) The City may only issue a Notice of Violation for violations that occur:
 - 1. Within a school zone, as defined in C.R.S. § 42-4-615;
 - 2. Within a residential neighborhood;
 - 3. Within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4-614;
 - 4. Along a street that borders a City park; or
 - 5. Along a street, or portions of a street, which the City designates as an automated vehicle identification system corridor as set forth in Subsection (d).
- (iii) The Notice of Violation shall include the requirements listed in C.R.S. § 42-4-110.5 and, at a minimum, contain the following information:
 - 1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - 2. The license plate number of the motor vehicle involved in the alleged violation;

3. The date, time, and location of the alleged violation;
4. The amount of the civil penalty prescribed for the alleged violation;
5. The deadline for payment of the prescribed civil penalty and for disputing the alleged violation;
6. Information on how the registered owner may either dispute the alleged violation at a hearing or pay the prescribed penalty. The notice shall contain a written deadline for disputing the alleged violation which is not less than forty-five (45) days after the issuance date of the notice.

(iv) To protest the Notice of Violation, the registered owner must request, in writing, a hearing to dispute the alleged violation.

(c) Speeding and Traffic Signal Violations

(i) Speeding Violations

1. For a speeding violation of less than ten (10) miles per hour over the reasonable and prudent speed under a county or city traffic regulation or under state law through the use of an automated vehicle identification system, the violation shall be cited as follows:
 - a. For the registered owner's first offense, a written warning with no penalty or surcharge; and
 - b. For the registered owner's second or subsequent offense, a Notice of Violation.
2. For a speeding violation of ten (10) miles per hour or more over the reasonable and prudent speed under a county or city traffic regulation or under state law through the use of an automated vehicle identification system, the City shall issue the registered owner a Notice of Violation.

(ii) Civil Penalty. The maximum civil penalty for a speeding violation or traffic control signal violation under this Section, including any surcharge, is forty dollars (\$40.00), unless the violation is within a school zone, in which case the maximum penalty shall be eighty dollars (\$80.00) or within a maintenance, construction, or repair zone designated pursuant to C.R.S. § 42-4- 614, in which case the maximum penalty shall be eighty dollars (\$80.00). Notwithstanding the foregoing, the penalty for a speeding violation or traffic control signal violation under this Section shall not

exceed any penalty provided for by applicable provisions in the Colorado Revised Statutes.

(iii) Signage. The City shall:

1. Post a permanent sign in a conspicuous place not fewer than three hundred (300) feet before the beginning of the automated vehicle identification system corridor and a permanent sign not fewer than three hundred (300) feet before each camera within the corridor thereafter and/or;
2. Post a temporary sign not fewer than three hundred feet before any mobile camera.

(d) Automated Vehicle Identification System Corridors.

- (i) Pursuant to C.R.S. § 42-4-110.5(2)(g)(I), the City will identify automated vehicle identification system corridors based on collected traffic data and place the automated vehicle identification system to represent the highest traffic safety needs of the City.
- (ii) Should the City elect to designate an automated vehicle identification corridor, the City shall illustrate, through data collected within the past five years, incidents of crashes, speeding, reckless driving, or community complaints on a street designated as said automated vehicle identification corridor.
- (iii) The City will coordinate with the Department of Transportation and Colorado State Patrol in enforcing the provisions of this Section.
- (iv) If applicable, the City will publish a report on its website disclosing the number of citations and revenue generated by an automated vehicle identification system corridor.
- (v) The City shall not locate an automated vehicle identification system corridor on any highway that is part of the federal interstate highway system.

(e) Civil Penalty Assessment Notice

- (i) If the City has not received the prescribed civil penalty or written notice requesting a hearing to dispute the alleged violation by the deadline provided in the Notice of Hearing, then the City shall issue, or cause its vendor to issue, a Civil Penalty Assessment Notice to be served on the registered owner either by first-class mail or personal service.

- (ii) The Civil Penalty Assessment Notice shall include the requirements listed in C.R.S. § 42-4-110.5 and, at a minimum, contain the following information:
 - 1. The name and address of the registered owner of the motor vehicle involved in the alleged violation;
 - 2. The license plate of the motor vehicle involved in the alleged violation;
 - 3. The date, time and location of the alleged violation;
 - 4. The amount of the civil penalty prescribed for the alleged violation;
 - 5. The deadline for payment of the prescribe civil penalty; and
 - 6. Information on how to pay the prescribed civil penalty.
- (iii) If the registered owner fails to pay the full prescribed civil penalty by the deadline stated in the Civil Penalty Assessment Notice, a final order of liability shall be entered against the registered owner of the vehicle. The final order must be personally served to the registered owner. Final orders of liability may be appealed as to matters of law and fact to the Garfield County Court.
- (iv) The City may initiate or pursue a collection action against the registered owner of a motor vehicle for debt resulting from the final order of liability contingent upon personal service of the Notice of Violation or the final order of liability.
- (v) The City shall not report to the Department of Transportation any conviction or entry of judgment against a defendant for a violation of a municipal traffic regulation or traffic violation under state law if the violation was detected using automated vehicle identification.
- (vi) If the registered owner fails to pay the full prescribed civil penalty, the City shall not attempt to enforce the penalty by immobilizing the registered vehicle owner's vehicle.
- (f) Vendors
 - (i) No portion of any fine collected using an automated vehicle identification system may be paid to the manufacturer or vendor of the automated vehicle identification system equipment. The compensation to such vendor by the City shall be based on the value of such equipment and the value of any

services provided and shall not be based on the number of traffic citations issued or the revenue generated by such equipment or services.

(g) Data Retention

(i) The City shall:

1. Program the automated vehicle identification system to retain data only when a violation of a county or municipal traffic regulation or traffic violation under state law occurs;
2. Treat all photographs and video collected by the automated vehicle identification system as confidential and exempt from disclosure and inspection pursuant to the "Colorado Open Records Act" part 2 of Article 72, Title 24, C.R.S.;
3. Not use, disclose, sell, or permit access to photographs, video, or personal identifiable data collected by the automated vehicle identification system except to the extent necessary to operate the program, including for purposes of processing violations, for other law enforcement purposes, for transferring data to a new vendor or operating system, or, pursuant to a court order, for use in unrelated legal proceedings; and
4. Destroy any photographs and video of a violation collected by the automated vehicle identification system within three (3) years after the final disposition of the violation unless the photographs or video are maintained in a separate system for other purposes allowed by law.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS __ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Ordinance 2025-16; Budget Supplemental (One Reading)
Action Requested:	Approval of Budget Amendment
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	
Background Info:	Periodically the budget is amended for things Council has approved after the original budget passed, things that were not included in the original budget and items carried over from the previous fiscal year.
Issues:	None.
Fiscal Impact:	Detailed in financial exhibit.
Legal Review:	NA
Staff Recommendation:	Staff recommends approval of the budget amendment so that our year to date financial statements are accurate.

ORDINANCE NO. 16

Series of 2025

**AN ORDINANCE OF THE CITY OF GLENWOOD
SPRINGS, COLORADO, AMENDING THE 2025 APPROPRIATION
ORDINANCE TO REFLECT CARRYOVERS FROM THE
2024 BUDGET, REALLOCATION OF FUNDS, AND
EXPENDITURES APPROVED AFTER SUBMISSION OF THE 2025
BUDGET.**

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY
TITLE ONLY THIS 15th DAY OF MAY, 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Marco Dehm Mayor

Ryan Muse, City Clerk

Exhibit A

Ordinance 2025-16 Budget Amendment #3

Fund	Org	Object	Increase	Decrease	Decription (Date Approved)	Account
<u>General</u>						
01	0135050	43310	\$58,850		Increased projection from Community Center being open on Sundays	Community Center Fees
01	0100070	44315	\$187,999		Increased projection from Community Center being open on Sundays	Community Center Fees
01	01113	51120	\$173,835		Increased projection from Community Center being open on Sundays	Part-Time Employees
01	01113	51410	\$42,284		Increased projection from Community Center being open on Sundays	Utilities
01	01113	51610	\$5,000		Increased projection from Community Center being open on Sundays	Supplies
01	01113	51810	\$9,500		Increased projection from Community Center being open on Sundays	Maintenance & Repair
01	01113	53310	\$16,230		Increased projection from Community Center being open on Sundays	Community Center Expense
01	01141	52855	\$150,000		Habitat priority unit at Confluence (Jan 2)	Affordable Housing
01	01120	51710	\$120,750		Slate Communications (March 20)	Professional Services
<u>Workforce Housing</u>						
06	06105	53710	\$100,000		West Mtn Regional Housing Good Deeds (Feb 20)	Contributions/Donations
<u>Tourism Promotion Fund</u>						
05	05111	56430	\$40,000		Match to Historical Museum of fundraising (Jan 16)	Community Promotion
<u>Electric</u>						
24	24220	51710	\$24,800		Elecric Rate Study	Professional Services
<u>Capital Projects Fund</u>						
31	3100060	43920	\$165,000		Parks Building Fire Damage Restoration	Insurance Reimbursement
31	3135	60000	\$165,000		Parks Building Fire Damage Restoration	Projects
31	3135	59520	\$1,388		Carryover Aquatic Center deck furniture replacement	Capital Outlay
31	3135	59520	\$30,000		Carryover City Hall Plumbing Isolation Valves	Capital Outlay
31	3135	60000	\$382,562		Carryover 9th and Cooper Parking Garage Repairs	Projects
31	3135	60000	\$17,353		Carryover Remote Control Irrigation Upgrades	Projects
31	3135	60000	\$5,683		Carryover Replacement Trailers	Projects
31	3135	60000	\$272,605		Carryover Parks Headquarters Building	Projects
31	3135	60000	\$50,000		Carryover Wulfsohn trailhead improvements	Projects
31	3135	60000	\$25,000		Carryover Whitewater deck repair	Projects
31	3135	60000	\$25,000		Carryover Sopris Storage Area	Projects
31	3135	60000	\$25,000		Carryover RICD Water Rights Planning	Projects
31	3135	60000	\$1,968		Carryover Biodegradable Dog Waste Bags	Projects
31	3135	60000	\$20,000		Carryover Art Center building signage	Projects
31	3135	60000	\$97,817		Carryover Gregory Park playground replacement	Projects
31	3135	60000	\$7,258		Carryover Parks standardized signage	Projects
31	3135	60000	\$12,000		Carryover Parks Signage (Held for Middle Colorado Watershed Council project)	Projects
31	3135	60000	\$45,400		Carryover 12th Street Ditch and Trail Improvements	Projects
31	3135	60000	\$32,425		Carryover Remote Controlled Door Locks	Projects
31	3135	60000	\$6,276		Carryover Two Rivers old bathroom upgrades	Projects
31	3135	60000	\$72,050		Carryover Art Center ADA Access & Bathroom Conversion	Projects
31	3135	60000	\$25,939		Carryover Art Center ADA accessible entrance and door repairs	Projects
31	3135	60000	\$100,000		Carryover Art Center Main Hall Floor Repair	Projects
31	3135	60000	\$13,000		Maintenance of art pieces moving to 6th Street	Projects
<u>A&I Fund</u>						
33	3300060	42310		\$59,938	GOCO Fire Mitigation Grant	Grants
33	33300	52510	\$257,636		FAB grants - not included in original budget - 3.4% (Mar 6)	Grants
33	3330	60000	\$93,930		North Landing Restroom (Mar 20)	Projects - North Landing
33	33300	53710		\$40,000	Match of fundraising paid for by Tourism (Feb 6)	Grants
33	33999	55980	\$187,999		Increased projection from Community Center being open on Sundays	Transfer from A & I
<u>Fire Equipment Replacement Fund</u>						
70	70134	59520	\$47,864		Exhaust removal system (Feb 6)	Fire Equip - Capital Outlay
			\$3,115,401	\$99,938		



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Ordinance 2025-17; Tax Incentive Rebate Code Amendment
Action Requested:	Consideration of additional amendments to Code Section 040.020.170, Economic Incentive Sales Tax Rebate.
Department:	Economic and Community Development
Presented By:	Hannah Klausman
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	City Council recently approved Ordinance 2025-10; Code amendment to Section 040.020.170 Economic incentives amending the incentive options for the Economic Incentive Tax Rebate program. Those changes expanded the options for small and large businesses to receive tax rebates on eligible expenses as an economic development tool. Ongoing Council discussions at multiple work sessions have revealed additional amendments that may facilitate the economic policies and goals discussed and open up incentive opportunities to more businesses.
Issues:	The program has generated a handful of applicants over the years. Issues have included a cumbersome reporting process, lack of awareness on behalf of the business community, and inaccessibility for some business categories as well as applicable expenses. The proposed changes allow for more applicability to vacant building projects as opposed to only new developments. This is a more sustainable route in light of a variety of factors including current construction costs.
Fiscal Impact:	The program is designed to rebate sales tax dollars generated by the business with the idea that an expanded or new business will bring in additional sales tax revenue in the long term, exceeding the rebated amount and adding economic diversity and strength to the community. Staff has provided a rebate example to showcase the net positive opportunities for the City with the rebate program. Example: Vacant lot A, generates \$0 sales tax revenue. Vacant Lot A is proposed for development of a 5,000 sq. ft restaurant. Restaurant generates \$25,000 of sales tax annually. This is \$25,000 that the City did not receive prior to the development, therefore a net gain. City refunds \$6,250 a year for 5 years to rebate applicants system improvement fee costs, for a total rebate of \$31,250. Total new sales tax generation in the first 5 years is \$125,000 (\$25,000*5 years) - \$31,250 (rebated amount) = <u>\$93,750</u> Additionally, the restaurant will in theory continue to generate additional sales tax and provide economic vitality for years to come. The addition of a \$500,000 maximum rebate amount gives Council a clear idea on the maximum that any business can apply for. Twenty-five (25) percent of water, sewer, fire system improvement fees, and building and stormwater improvement costs will vary widely depending on the applicant's scope of work.
Legal Review:	Legal has drafted the Ordinance and Exhibit language.

Staff Recommendation: Staff defers to Council.

ORDINANCE NO. 17

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 040.020.170 ADDRESSING ECONOMIC INCENTIVES; SALES TAX REBATES OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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

WHEREAS, Section 040.020.170 of the Glenwood Springs Municipal Code (the “Code”) addresses economic incentives; sales tax rebate; and

WHEREAS, at the Glenwood Springs City Council (“City Council”) meeting on March 6, 2025, Council directed City staff to prepare certain changes to portions of Section 040.020.170; and

WHEREAS, on April 3, 2025, City Council approved Ordinance 10, Series of 2025 amended Section 040.020.170; and

WHEREAS, this Ordinance 17, Series of 2025 further amends Section 040.020.170; and

WHEREAS, adoption of the resulting recommended changes to the Code will provide a uniform program to assist with the development and redevelopment of properties and businesses within the City; and

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

WHEREAS, the City Council finds and declares that the amendment to Section 040.020.170 of the code on **Exhibit A** and are proper and necessary to advance the public health, safety, and welfare of the City’s residents.

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

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

Section 2. Section 040.020.170 the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF MAY 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED
BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF
SECOND PUBLICATION THIS _____ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

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

TITLE 040 – TAXATION

* * * *

ARTICLE 040.020 - SALES TAX

* * * *

040.020.170 Economic incentives; sales tax rebate.

- (a) Qualified businesses may apply for a ~~Tier one or Tier two~~ City sales tax rebate ~~for up to five (5) consecutive years~~ provided that:
- (1) The amount of the annual Tier one rebate shall not exceed twenty-five (25) percent of their annual City sales tax remittance in any one year for up to five consecutive years; ~~and or~~
 - ~~(2)~~ The amount of annual Tier one rebate shall not exceed 75% in year one, 50% in year two and 25% in year three.
 - ~~(3)~~ At the time of application, Qualified businesses must select between Option (1) and Option (2) above.
 - ~~(2)~~ (4) The total amount of all rebates received shall not exceed the total amount of fees and costs identified in Paragraph (b) and (c) below or \$500,000 dollars whichever is less unless additional amounts are approved by Council.
- (b) The City sales tax rebate may be applied against the following City-imposed fees, costs and tax:
- (1) Water and sewer system improvement fees may be available for ~~Tier one and Tier two~~ rebates.
 - (2) Fire and emergency services impact fees may be available for ~~Tier one and Tier two~~ rebates.
 - (3) Cost incurred pursuant to the City Electric Department's Line Extension Policy may be available for ~~Tier one~~ rebates.
 - (4) Building fees including the Plan Review and Building Permit Fee, may be available for ~~Tier one~~ rebates.
 - (5) Stormwater system improvement costs, or fee in-lieu, as determined by the Engineering standards.
- ~~(c)~~ Other eligible expense.
- ~~(1)~~ Thirty percent of façade Improvements and signage whether paid by the tenant or the landlord.

(2) Thirty percent of the actual cost of leasehold improvements whether paid by the tenant or the landlord.

~~(c)~~ (d) *Qualifications for application.*

- (1) If applicable, the applicant has collected and remitted on time to the City all applicable sales, use or accommodation taxes; and
- (2) The applicant is not currently in violation of any development permit or building permit conditions; and
- (3) The applicant is not in default under any agreement with the City; and
- (4) The applicant has paid all other applicable City-imposed fees including those for which the rebate is being applied; and

~~(d)~~(e) *Application for rebate.*

- (1) All businesses which qualify for such City sales tax rebates shall apply for the same by making application to the Director of Finance upon forms to be provided by him/her.
- (2) All applications for City sales tax rebate shall be made to the Director of Finance on or before July 15 of the year following the first year for which the tax rebate is sought.

~~(e)~~ (f) *Effective date.* This section shall apply ~~to all City imposed fees after the effective date of Ordinance No. 27, Series of 2005~~ to all eligible expenses incurred commencing in 2024 and shall not affect any prior rebates.



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries
Action Requested:	Approval of Ordinance 18, Series 2025
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Protect and Preserve our Quality of Life Provide Efficient and Responsive City Government Ensure Public Safety
Background Info:	During the current legislative session House Bill 25-1029 codified at CRS 31-25-216 expanded municipal enforcement powers to municipal owned parkland outside the municipalities' corporate boundaries. South Canyon is designated as a park in the Municipal Code and, under HB25-1029, it is eligible for City enforcement of municipal violations. HB25-1029 requires that the City adopt an ordinance specifying which Municipal Code provisions will be applicable to the area for enforcement. Legal worked with the Police Department and the Parks and Recreation Department to develop the attached ordinance and list of applicable code sections that could be enforced.
Issues:	None.
Fiscal Impact:	None.
Legal Review:	Legal drafted Ordinance 2025-18.
Staff Recommendation:	Staff recommends approval.

ORDINANCE NO. 18

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 090.030.050 TO THE GLENWOOD SPRINGS MUNICIPAL CODE TO ENFORCE PROVISIONS OF THE GLENWOOD SPRINGS MUNICIPAL CODE ON PARK LANDS OUTSIDE THE CITY'S MUNICIPAL BOUNDARIES.

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

WHEREAS, Pursuant to Colorado House Bill 25-1029 codified at CRS 31-25-216(1) the City may enforce provisions of the Glenwood Springs Municipal Code (the "Code") on City owned park lands outside the Municipal boundary of the City; and

WHEREAS, City Staff has recommended implementing this new law by amending Section 090.030.050 to the Code; and

WHEREAS, the City Council finds and declares that the Code amendments as set forth in **Exhibit A** attached hereto and incorporated by this reference are necessary to protect the health, safety, and welfare of the citizens of the City.

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

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

Section 2. **Amendments.** The Code is hereby amended as set forth in the attached **Exhibit A**.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS ____ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

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

TITLE 090 - PUBLIC LANDS

ARTICLE 090.030 - MUNICIPAL PARKS

090.030.050 – Reserved Enforcement of Municipal Code on park lands outside of municipal boundaries.

(a) IN addition to the rules and regulations set forth in Title 090 the following sections of the Municipal Code may be enforced by the City on any park lands of the City outside the Municipal boundaries:

- (1) 100.010.030 - Littering
- (2) 100.020.120 - Dog at Large (see subsections 1-6)
- (3) 100.020.140 - Cruelty to Animals
- (4) 100.040.150 - Interference with Animal Control Officer
- (5) 100.040.030 - Smoking in Prohibited Areas
- (6) 100.070.030 - Noise Prohibited
- (7) 110.020.150 - Fireworks Prohibited
- (8) 120.010.110 - Conspiracy to commit a crime
- (9) 120.020.010 - Disorderly Conduct
- (10) 120.020.011 - Assault
- (11) 120.020.012 - Fighting
- (12) 120.020.020 - Harassment
- (13) 120.020.030 - Petty Theft <\$2,000
- (14) 120.020.060 - Throwing of Objects
- (15) 120.020.080 - Damaging City Property
- (16) 120.030.070 - Drinking in Public Areas
- (17) 120.020.070 - Criminal Mischief <\$1000
- (18) 120.020.075 - Criminal Tampering
- (19) 120.030.080 - Possession of Open Container
- (20) 120.020.090 - Trespass
- (21) 120.020.100 - Unauthorized Camping 2200-0700
- (22) 120.030.010 - Unlawful Carrying of a Concealed Weapon

- (23) 120.030.020 - Illegal Weapon, possession
- (24) 120.030.020 - Illegal Discharge of Weapons
- (25) 120.030.040 - Impersonating an Officer
- (26) 120.030.060 - Resisting Arrest
- (27) 120.030.061 - Obstructing a Police Officer
- (28) 102.030.080 - Possession of an open container
- (29) 120.030.090 - Possession of Marijuana
- (30) 120.030.091 - Possession of Drug Paraphernalia
- (31) 120.030.092 - Possession of Tobacco by a Minor
- (32) 120.030.093 - Possession of Alcohol by a Minor
- (33) 120.030.100 - Excreting/Urinating in Public
- (34) 102.030.130 - False Reporting to Authorities
- (35) 120.030.150 - Aggressive Unlawful Solicitation



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Project Updates

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: Staff will provide council an update on the South Bridge project, the Ride Roaring Fork - Glenwood Microtransit program, the 6th Street project, and the 27th Street Bridge closure.

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item:	Tourism Promotion Contract
Action Requested:	It is the City's policy to take substantial and ongoing contracts to bid periodically. This contract with the Chamber has not been competitively evaluated in several years and Council asked staff several months ago to bring the issue back up in May.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	A 2.5% accommodations tax is applicable to all hotels, motels and short term rentals within the City. That generates approximately \$1.75 million per year. From that 7.5% is allocated toward community events and grants that support the City, and another 7.5% is allocated to a reserve that funds initiatives designed to mitigate the impact of the tourism industry on City resources and infrastructure. The leaves roughly \$1.225 million, most of which is allocated to tourism promotion handled by the Chamber.
Issues:	Council is obligated to evaluate major contracts periodically to ensure the City is getting the best value.
Fiscal Impact:	Any fiscal impact is expected to be confined to the Tourism Promotion Fund.
Legal Review:	NA
Staff Recommendation:	Staff defers to Council.



City Council
STAFF REPORT
City of Glenwood Springs
May 15, 2025

Agenda Item: Council Social Event Location

Action Requested: City Council will announce the location of their social event which will take place immediately following the meeting.

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: