



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JUNE 5, 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	Chamber Association Update	Information/Discussion
3:15	Financial Advisory Board Grant Award and Budget Recommendations	Information/Discussion
3:30	Elected Officials Training by Jon Stavny from Northwest Colorado Organization of Governments (Northwest COGS)	Information/Discussion
4:15	Mobile Home Park Coalition Update	Information/Discussion
	A. Glenwood Springs Mountain Mobile Home Park	
5:15	B. Break to get dinner	
	C. Aspen-Basalt and Mountain Valley Mobile Home Parks	

ZOOM INSTRUCTIONS

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/82264109719>

Join via audio:

+1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 444 9171 US

If joining with audio via phone only, dial *9 to raise hand to speak.

Webinar ID: 822 6410 9719

International numbers available: <https://us02web.zoom.us/j/82264109719>

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) and Council reaction	
	5. Consent Agenda	Discussion and/or Action
	A. May 15, 2025 Council Minutes	
	B. Promote Adam Decker from Alternate to Seated Member of the Transportation Commission	
	C. Urban Renewal Authority Appointment	
	D. Colorado Strategic Wildfire Action Program Grant	
	E. Natural Disaster Mitigation Enterprise Grant	

- F. Award Existing Conditions Survey of North Glenwood to SGM
- G. Award Request for Proposal (RFP) 2025-13P Glenwood Springs Fire Department Community Risk Assessment and Standards of Cover Assessment
- H. Award Request for Qualifications (RFQ) 2025-22Q Rapid Flashing Beacons
- I. Intergovernmental Agreement with Roaring Fork School District regarding 4G
- J. Resolution 2025-12; Speed Camera Enforcement
- K. Ordinance 2025-15; Authorizing the use of Speed Cameras. Second Reading
- L. Ordinance 2025-17; Tax Incentive Rebate Code Amendment. Second Reading
- M. Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries. Second Reading
- N. Approval of Financial Advisory Board (FAB) Grant Recommendations

ACTIONS AND/OR PRESENTATIONS

- | | |
|--|------------------------|
| 6. Discussion with LIFT-UP about food insecurity | Information/Discussion |
| 7. Project Updates | Information/Discussion |
| A. 6th Street | |
| B. South Canyon | |
| C. 27th Street | |
| D. Blake Avenue | |
| 8. Discussion regarding the unhoused population | Information/Discussion |
| 9. Unita update | Information/Discussion |
| 10. Council Comments | |
| 11. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 12. Council Social Event Location | |
| 13. Adjournment | |

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City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Chamber Association Update
Action Requested:	Angie Anderson, executive director of the Glenwood Springs Chamber Association will be here for a brief update and to answer any questions Council may have.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	NA
Issues:	None at this time
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Financial Advisory Board Grant Award and Budget Recommendations

Action Requested: NA

Department: City Administration

Presented By: Steve Boyd, Yvette Gustad

Strategic Goals: Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: Each year the Financial Advisory Board (FAB) presents a recommendation to Council on how to allocate funds among grant applications. Grants are funded with \$81,250 from the Tourism Fund and \$257,636 from the Acquisitions and Improvement (A&I) Fund. In 2025 the City received a total of \$595,000 in requests and is funding \$323,000 in this recommendation.

In addition, FAB offers the attached budget recommendation.

Issues: None at this time.

Fiscal Impact: Awards are itemized below, amounts are already budgeted.

Legal Review: NA

Staff Recommendation: NA

MEMORANDUM

TO: Glenwood Springs City Council
FROM: Financial Advisory Board
DATE: June 6, 2025
SUBJECT: **Annual Memo of Budget Considerations**



The Financial Advisory Board would like to offer the following comments to Council for consideration;

1. We believe that minimum Unallocated Contingency Reserves are appropriate in the following amounts:
 - a. \$2,500,000 in the Capital Projects Fund
 - b. \$3,000,000 in the A&I Fund
 - c. Minimum 30% of forecasted 2024 expenditures in the General Fund with an optimal target range of 35% to 45%.
2. As the City improves its parks and infrastructure ongoing maintenance will become more costly. The Board believes the budget should be built around these expenditures rather than allocating “what’s left over” to this purpose to continue service level improvements.
3. Maintain the existing \$1 million reserve in the General Fund for opposing Rocky Mountain Industrial’s plan to expand the mine.
4. We recognize the difficulty of attracting and retaining talent in this area and urge Council to prioritize employee compensation again this year, considering the results of the salary and benefits study currently underway.
5. Appropriate \$500,000 in the A&I Fund and \$250,000 in the Capital Projects Fund as a contingency that staff can use for projects that need change orders or are otherwise slightly over budget. This will provide realistic budget numbers for the public and contractors, and still allow staff to make relatively small field decisions that increase the cost of one or more projects without unnecessary delays.

Thank you for allowing the Financial Advisory Board the opportunity to participate in the development of the 2024 budget.

Sincerely,

Financial Advisory Board

Ksana Oglesby, Chair
Spencer Graff, Vice Chair
Asha John
Sal Rico
Ken Murphy
Ted Edmonds
Christina Conley

Organization Name	Application Contact Name	Title	Grant Amount Requested for 2025	FAB Recommendation
A Way Out, Inc.	Becky Gordon	Executive Director	\$ 7,500	\$ -
Access AfterSchool	John Quinn	Executive Director	\$ 10,000	\$ 7,500
Andy Zanca Youth Empowerment Program	Brendan Girardot	Executive Director	\$ 5,000	\$ 3,000
Ascendigo Autism Services	Victoria MacFarlane	Chief Development Officer	\$ 20,000	\$ -
Aspen Science Center	Alexandra Tarika	Education Manager	\$ 8,000	\$ 5,000
Carbondale Community Access Radio	Megan Passmore	Station Director	\$ 5,000	\$ -
College Outreach	Kelly Doherty / Julia DeBacker	Executive Director / Community Outreach Coordinator	\$ 5,000	\$ 3,000
Colorado Animal Rescue	Dacia Ryder	Development Director	\$ 10,000	\$ -
Colorado Events	Steven Wallis	Director	\$ -	\$ -
Colorado High School Cycling League	Kate Rau	Executive Director	\$ 10,000	\$ 5,000
Community Health Services Inc.	Lisa Westhoff	Regional Oral Health Specialist	\$ 13,950	\$ 7,000
FocusedKids	Amanda Petersen, MA, LPC	Executive Director	\$ 27,027	\$ 10,000
Glenwood Springs Arts Council DBA Glenwood Springs Center for the Arts	Laurie Chase	President	\$ 3,000	\$ 3,000
Glenwood Springs Chamber Foundation	Angela Anderson	President & CEO GSCRA	\$ 30,600	\$ 25,000
Glenwood Springs Citizens' Alliance	Heather McGregor	Vice President	\$ 3,000	\$ 3,000
Glenwood Springs Community Concert Association	Bill Wood	Vice President	\$ 4,500	\$ -
Glenwood Springs Downtown Development Authority	Jillian Sutherland	Executive Director	\$ 9,842	\$ 8,000
Glenwood Springs High School After Prom Extravaganza (APE) Committee	Rebecca Romeyn	2025 APE Volunteer Committee Chair-Person Grant Assistant Volunteer	\$ 1,500	\$ 1,500
Glenwood Springs Kiwanis	Richard O'Connell	President	\$ 1,250	\$ 500
Glenwood Springs Summer of Music Inc.	Annie Olson	President	\$ 25,000	\$ 25,000
Glenwood Springs Youth Hockey Association	Mary Boyd	President	\$ 10,000	\$ 5,000
Great Expectations	Jenny Lindsay	Grants Manager	\$ 10,000	\$ 5,000
High Country Volunteers	Mary Moon	Executive Director	\$ 8,000	\$ 7,500
HomeCare and Hospice of the Valley	Heidi Schoomaker	Grant Writer	\$ 22,000	\$ 7,500
Junior Achievement of the Roaring Fork Valley	Tess Vanderhoof	District Manager	\$ 5,000	\$ 2,500
LIFT-UP	Tricia Aragon	Board President	\$ 25,000	\$ 12,500
Literacy Outreach	Martha Fredendall	Executive Director	\$ 7,000	\$ 3,500
Middle Colorado Watershed Council	Kate Collins	Executive Director	\$ 7,500	\$ 3,000
Mount Sopris Nordic Council inc.	Rachel Bachman Perkins	Executive Director	\$ 1,000	\$ -
Mountain Family Health Centers	Chelsea Wait	Grants Manager	\$ 20,000	\$ 20,000
Mountain Valley Developmental Services, Inc	Maura Masters	Director of Development	\$ 15,000	\$ 15,000
Our School	Anali Garcia	Director	\$ 6,500	\$ -
Pathfinders	Allison Daily	Executive Director	\$ 10,000	\$ 3,500

Organization Name	Application Contact Name	Title	Grant Amount Requested for 2025	FAB Recommendation
River Bridge Regional Center	Mary Cloud	Development Director	\$ 15,000	\$ 7,500
Roaring Fork Cycling	Avalon Guarino-Lewis	Fundraising Manager	\$ 10,000	\$ -
Roaring Fork Kayaking Club	Greg Albrecht	Executive Director	\$ 6,000	\$ 2,000
Roaring Fork Leadership	Lizz Bailey	Development Director	\$ 5,000	\$ -
Roaring Fork Outdoor Volunteers	Becca Schild	Executive Director	\$ 10,000	\$ 10,000
Roaring Fork Public Radio, Inc. dba Aspen Public Radio	Greg Albrecht	Community Relations	\$ 10,000	\$ 1,000
Roaring Fork Schools Foundation f/b/o Roaring Fork PreCollegiate	Alexandra Braeger	Development Coordinator	\$ 10,000	\$ 5,000
Roaring Fork Valley Early Learning Fund DBA Raising A Reader Aspen to Parachute	Suzanne Wheeler-Del Piccolo	Executive Director	\$ 5,000	\$ 5,000
Smiling Goat Ranch	Sheryl Barto	Founder/Executive Director	\$ 10,000	\$ 2,000
Sopris Barracuda Swim Team	Steve Vanderhoof	Head Coach	\$ 12,000	\$ 4,000
Stepping Stones of the Roaring Fork Valley	Emily Cool Greener	Development Director	\$ 10,000	\$ 7,500
Summit54	Terri Caine	Executive Director	\$ 25,000	\$ 10,000
Sunlight Ski Team Educational Foundation	Charlotte Hanks	Director of Operations	\$ 4,000	\$ 1,500
The Buddy Program (TBP)	Mindi Cabe	Grants & Data Manager	\$ 10,000	\$ 5,000
The Meeting Place	Karlynn Fulmer	Executive Director	\$ 5,000	\$ 5,000
The Salvation Army, Glenwood Springs	Cristina Ruiz		\$ 12,000	\$ 10,000
Three Rivers Little League	Brad Plantz	Authorized Representative	\$ 15,855	\$ 5,000
Valley Meals and More	Mary Kenyon	Executive Director	\$ 15,000	\$ 7,500
Valley Settlement	Sally Boughton	Development and Communications Director	\$ 8,500	\$ 8,500
West Mountain Regional Health Alliance	Cristina Gair	Executive Director	\$ 25,000	\$ 10,000
Western Slope Veterans Coalition	Jacqueline Allen	Grant Administrator	\$ 5,000	\$ 5,000
YouthZone	Ali Naaseh-Shahry	Development Director	\$ 20,000	\$ 20,000
			\$ 595,524	\$ 323,000



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Elected Officials Training by Jon Stavny from Northwest Colorado Organization of Governments (Northwest COGS)
Action Requested:	NWCOGS provides new Councils with elected officials training. This will be the final organization to give a presentation to Council regarding onboarding.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	NA
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

Slow and Fast Thinking on a Public Board

Jon Stavney, NWCCOG Newsletter April 2021

Updated May 2025

Serving on a town board involves making hundreds, if not thousands, of decisions, many of which have long-term impacts on the community. Some decisions from my decade on the Eagle Town Board are vivid in my memory—like a vote on a leash law after three packed public hearings, convincing staff that a stormwater project downtown should include a complete streetscape overhaul—while some prior land uses left me wondering, “How did that happen?” Reflecting on my own experience, I’ve learned the importance of balancing “fast” and “slow” thinking to ensure thoughtful, effective decision-making.

Balancing Fast and Slow Thinking

This idea is rooted in Daniel Kahneman’s excellent book* in which he dissects our default to cognitive ease through intuitions and emotions into established patterns of judgement and must be conscious to enter a logical, deliberative mindset. Boards must distinguish between decisions that require quick resolution and those that demand deeper deliberation. Routine matters, such as reviewing minutes or boilerplate language in legal documents, can be reviewed quickly. Learn which items are administrative or boilerplate, vetted by staff that may not be a good use of Board time to dissect. A Consent Agenda is a signal for fast thinking. Some decisions are legislative and can be modified moving forward. I remember three years of modifying marijuana regulations as the state and local governments “learned.” The first decision about whether to allow it in the jurisdiction at all was a slow decision. The many adjustments afterward, not so much.



Being adaptive, not pretending you can get everything right the first time is just good governance.

However, complex issues—like land use decisions—require a shift to slow, deliberate thinking, as the impacts of decisions are essentially irreversible. For example, a board can always walk back a vote on a leash law, but buildings or roads cannot easily be unbuilt. Looking back on certain land use decisions in my town, I’ve asked myself:

- Why didn’t we foresee that a residential intersection would become so busy and require enough right of way for pedestrian improvements later?
- Why didn’t we plan for on street parking near an elementary school and a bypass for an adjacent road?
- Why didn’t we preserve a legal mechanism to motivate two hospitals to collaborate on a medical campus, leaving acres of land vacant when their competing interests led to years of stalemate on the future of the land?

These questions highlight the importance of slowing down to consider long-term impacts. One problem with how we do land use is that each decision is made in isolation per property. This is what comprehensive plans are meant to inform. Too often, boards focus on details like landscape, signage, paint colors while glossing over what truly matters to future residents. They move into high gear when, in today’s therapy parlance they should provide space to slow down and conceptualize how what is presented tonight “on paper” might translate tomorrow as brick & mortar for residents. This is especially true with land use decisions which are less reversible than legislative matters. A board can always walk back a vote on the leash law. Buildings and roads cannot be unbuilt.

The Role of Preparation

Preparation is essential for effective decision-making. Board members must read packets, ask questions in advance, and anticipate challenges. Those who fail to prepare waste valuable meeting time and frustrate their peers, staff, and the public. For example, verbal processors who don’t read ahead can derail discussions, while indecisive members who haven’t thought through key issues can create unnecessary delays. This kind of muddling through the public process is what developers dread and what gives town boards a reputation for inefficiency. On the other hand, board members who do their homework, list talking points, and think ahead about worthwhile questions are invaluable. They are ready for slow thinking when it matters most. For example, when a board considers the livability of a plan—how traffic, parks, pedestrian connectivity, and legal delegations of duty will be experienced years later—preparation leads to better outcomes.

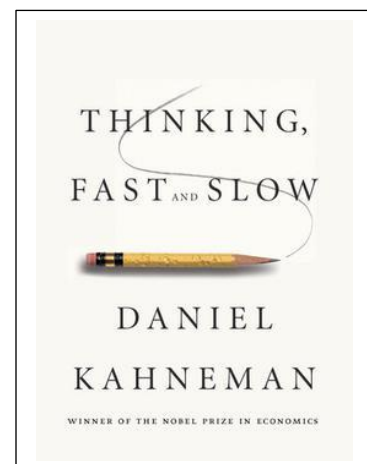
Facilitation and Participation

Meeting facilitators, such as mayors or commission chairs, play a critical role in steering discussions. They must identify key topics that require full participation and ensure that all voices are heard. Inclusive discussions foster buy-in, as people are more likely to support decisions they help create. Facilitators should also balance the need for efficiency with the importance of thoughtful deliberation.

I've observed that some facilitators are obsessive clock-watchers, eager to move business along. While there is benefit to efficiency, it's easy to miss when opportunities for slowing for a discussion could have meaningful impact. When board members participate in discussions, they develop a sense of ownership over decisions. This process buys time for slow thinking, allowing important questions to rise to the surface. A successful meeting often leaves participants feeling, "I didn't agree with everything, but I was heard, and I understood the decision."

Avoiding Over-Deference to Experts

Expertise is crucial, but the board is not there to be a panel of Nobel Laureates like Kahneman nor a Geologist, Civil Engineer or Attorney. Board members are there to be semi-pro **citizens** working with staff. They are translators of expertise to the public experience. Elected officials represent the interests of citizens and must weigh expert advice against community needs. For example, a geologic report may provide necessary data, but decisions about traffic or density often require subjective judgment. Expertise has its place, but board members should neither be cowed by it nor hostile to it. Board members are there to make value decisions not obvious from the data, so they should not overly rely on staff or consultants for critical decisions.



All too often, I've seen board members with years of valuable experience delegate their **deliberative role** to staff or experts on the most important decisions.

Good meeting facilitators-look at you Mayor-assist board members to understand this and encourage them to engage in decision points. Being able to parse what is necessary background evidence and analysis from decision points is a crucial skill. Board Members who fear difficult decisions should find something else to do with their time. Avoidance is not acceptable behavior. Silent voting without explanation leaves peers and the public wondering about intent. On important matters, the public deserves to understand the "why" behind a vote.

Efficient Use of Meeting Time

Boards must prioritize substantive issues over minor details. Time spent debating pet peeves, like how many trees belong in the landscaping, what color paint should be on the building, designing the streetscape features often detracts from more important board-appropriate discussions. Mayors should guide the board to focus on long-term impacts, such as how a project will affect livability factors such as nearby parks, or pedestrian connectivity. For example, when a board shaved density of a housing project in a commercial core by 20% to please the crowd, it may have missed an opportunity to enhance livability and support nearby businesses, and may have impacted the viability of a project.

There may be no more valuable resource for a board than how it utilizes the few hours it has together each month.

A good meeting includes information, discussion, and deliberation, all of which require facilitation skill to navigate. The challenge is identifying and weighting topics. Those with lots of questions should ask some of them of staff before the meeting, and facilitators should think ahead about which topics require full participation and slow consideration.

Accountability and Transparency

Board members owe the public transparent decisions that reveal their individual perspectives articulating the reasoning behind their votes especially on Slow Decisions. . Silent voting without explanation undermines trust and leaves the public guessing. Including key points of discussion in meeting minutes can provide valuable context for future reference. Being elected means you owe the public your thoughts, even if they don't align with the majority. Not everyone needs to speak for Fast Decisions.

Conclusion

Effective boards balance fast and slow thinking, prepare thoroughly, and focus on long-term impacts. By fostering inclusive discussions, avoiding over-reliance on experts, and prioritizing substantive issues, boards can make thoughtful decisions that serve their communities well. Preparation, facilitation, and accountability are the cornerstones of this process. When boards take the time to deliberate on what truly matters, they leave a legacy of decisions that stand the test of time.



By Jon Stavney

*Executive Director,
Northwest Colorado Council of Governments*

THE EFFECTIVE ELECTED OFFICIAL'S workbook

FIRST EDITION • 2022





MEETING SKILLS

A well-run public meeting is Job #1 for a Council. It is also crucial to the public trust in local governance. How citizens observe leadership behaving indicates how other things are run. People have an acute sense of whether a process appears fair. I've seen individuals who testified, energized leaving town hall saying, I made my case and I was heard, even when their argument fails to win the vote if they perceive the process was fair. I've also observed meetings where the audience rightfully feels railroaded. Think of it as the difference between "having your day in court" or not. Or when it appears that a game's outcome is decided by the officiating rather than the players.

For new board members it can be difficult to separate frustration over losing an argument from frustration over what appeared to be an unfair process, but there is a big difference. Try to not get too personally identified with an outcome. The outcome is not owned by any one individual, it is out there, in the middle of the room seeking to be found between the proposal, the staff analysis, the public input and the council deliberation.

The outcome is not owned by any one individual, it is out there, in the middle of the room seeking to be found between the proposal, the staff analysis, the public input and the council deliberation.

MEETING SKILLS & TIPS

- 1. Clearly introduce an agenda item while acknowledging that there is a lot of public input, then road map how and when that input will occur in the hearing process.** If a room full of people want to speak at a land use hearing that will last for months and there is no intent to take public comment that night, say that up front. The same goes for if there are speakers for topics much later in the agenda: ask who is there to speak for what topic.
- 2. Respect Each other as Board Members.** If you want decorum and civility in the forum, model it. Most folks have limited experience speaking in public. They will take cues from the board. Speakers will also often sound more aggressive to mask being nervous.
- 3. Be just as formal as necessary to meet the occasion.** The boards I work with in Western Colorado tend to avoid suits and ties, tend to address each other in first names, often allow board members to speak and interrupt without being acknowledged by the chair. Being overly casual comes at a price. Be aware that the casual tone impacts how the audience may address the board when their turn comes. This goes for the civil or uncivil way board members address each other and manage conflict between each other too.
- 4. Acknowledge written input already on the record and summarize it objectively.** This can be done by staff or someone on the board. It is a good way to let people know the board is listening and implies there are different points of view. It also reinforces that written input is as valuable as spoken input – perhaps saving valuable meeting time in the future.

5. **Acknowledge a speaker right from the start, by name, if possible, especially if they are known by a board member.** Make a note of their name. Thank them for their input by name at the end. This reaffirms community and breaks down the us-them wall.
6. **Board members provide eye-contact to speakers during public input.** This has gotten worse. I've seen entire boards not look up to acknowledge speakers, and generally not appear to be present during hearings which signals to the audience that what is being said is just a formality, including what they say. For goodness sake, don't answer your phone in the middle of the meeting, or stand and walk out while others are talking. Put down your smart phone during hearings.
7. **Use active listening skills.** Attentive board members acknowledge speakers who seem to go on and on by nodding in understanding. At some point it may be useful to interrupt and summarize, "do I hear you saying...?"
8. **Board members ask questions to the applicant or staff that the audience may have, even when they may already know the answer from reading the packet.** Having these difficult questions discussed aloud confirms the open, deliberative tone of inquiry by the board and signals that whatever the board decides, they are not blind to difficult questions. It also puts the answer on the record.
9. **Board members share thoughts aloud, and allow dissent within the board.** Have an actual conversation/ deliberation. Too often boards go directly from a presentation to public input to "do any Council have any questions or comments" to a vote without anyone in the audience hearing a single thought to back up how the board votes.
10. **Avoid deferring to consensus votes just to get along.** Learning civility and harmony through disagreements is a learned skill for board members. Even if board members know each other's opinions, voting without deliberation, or a summary of positions by someone leading the meeting or making the motion does a tremendous disservice to the process. Often speakers whose arguments don't win the day come up to dissenting board members later and say how much what they had to say was appreciated. It matters.
11. **When making a motion on divisive issues, state the whole motion with modifications.** When issues do receive considerable back-and-forth discussion, especially if there are wording changes from a motion prepared in the packet, I've observed board members say something like "'I will make that motion" and then a vote occurs when not everyone on the board or in the audience is 100% clear the content of the motion. An easy trick, ask the Clerk to repeat the motion before the vote. If they cannot, then likely others are not clear.
12. **Expect a Mayor who skillfully manages and room and remains focused on the process.** There is an additional suite of skills for Mayors to skillfully and assertively guide the room through a process without appearing to "control" or determine an outcome. Those who facilitate a meeting well may not even appear connected to the content. Those who want to be very active in the content or debate may do well to delegate meeting facilitation to a Pro-Tempore who isn't. Meeting management is an art developed over time. It can be learned. For boards with a Mayor who is not yet skillful in these skills, it is important for other board members to be situationally aware and "lead up."
13. **Make sure Amendments are clear.** In Robert's rules, votes are stacked to address individual motions. This can be very confusing. When a motion gets confusing or complex with many amendments (or discussion about amendments that don't happen), before going to a vote, consider reading the entire motion with amendments afresh to ensure all involved, board, public and staff are clear on the vote.

- 14. Discuss Plans as a group for De-Escalating various situations ahead of time.** Have a plan for handling disruptions. The most common and useful tool is to call a short recess when things escalate. Members by their own words and actions can de-escalate tense situation through courtesy, tact and diplomacy. If else fails, many Mayors have a panic button, and many boards think ahead and request the presence of law enforcement at potentially tense meetings. Their presence can be a subtle reminder about civility.
- 15. At the end of a Meeting or Worksession, review notes and recap action steps.** This can be a request to the Manager to review actions so that everyone is on the same page about what actions were and were not assigned by the group (individuals do not get to assign work to staff). This is a common area for misunderstandings to arise, when individual board members bring up items and assume that it has translated into a directive when others, especially the manager heard it as a discussion item.
- 16. If there was Conflict during a Meeting, especially between board members, carve out some time at the very end or afterwards to address it.** While it is inappropriate to rehash the content of decisions made, it is important to discuss the process and how board members actions impacted each other. Not addressing these head-on can be a first step towards a dysfunctional board. Recognize that if the conflict affected the whole board, attempting to resolve it one-on-one may or may not completely address the issue. Sometimes complete resolution of discord within the body can only be achieved by an "eyes-up" discussion among the members, or a separate retreat to address chronic issues. The best plan is to debrief at the end of the meeting when possible.
- 17. Read the Packet.** Many meetings get sideways over board members trying to figure out things that would have been answered through a careful reading of the packet. Just reading through a meeting packet can be overwhelming. Understanding content can take up a significant portion of some meetings. It is important that board members understand the basic parameters of a decision. It is also important for board members to realize this next thing:

You will never have all the information possible to make a perfect decision. Boards need to keep the business moving forward by making the best decision they can with enough information to be able to make a judgment decision. Most boards do not realize how much work staff puts into bringing an ordinance or file to a place where it is ready for the board to make a couple key final decisions for a vote. Decisions should come somewhat packaged to the board. For example, a board that is spending excessive time drafting conditions or negotiated language is probably dealing with a file that was not developed enough before it was put on the agenda. If a packet doesn't supply enough information to make a decision it is a board members responsibility to know that before the day of the meeting and to request more information before the meeting. This is called preparation.

Tabling a difficult decision for lack of backbone is not acceptable. This takes some courage. I've seen board members intentionally skip meetings with difficult decisions. I've also seen them step down or "recuse" themselves from a vote just because they are torn. A recusal should happen from the beginning, before an agenda item occurs and there are specific reasons for a conflict of interest which may prompt a recusal. Being afraid of a difficult decision does not qualify. Tabling items because the negotiations are clearly not baked enough at a staff level is one thing. Tabling an item because there is clearly another hour of public input that needs to be heard is another. Tabling an item because it is too late to make a good decision is yet another. Tabling a decision because it is difficult and there is no perfect decision is NOT acceptable.

You will never have all the information possible to make a perfect decision. Boards need to keep the business moving forward by making the best decision they can with enough information to be able to make a judgment decision.

18. Learn how to read a packet. Just like a contract, it is likely you don't yet know what parts are boilerplate which parts just need to be there to be there, like Geological Reports in a land use file, and which passages are crucial to your decision. Some managers provide memos for key agenda items highlighting points worthy of deliberation. In short, before you participate in a meeting or two, you probably don't know yet what you don't know.

19. Understand how you process information. Back in the day, I marked up my packet, made sticky note flags, and wrote questions on the cover page of any item that wasn't fully understood. I also made notes on the agenda to be sure if I had something to add or ask that it didn't pass me by. This is more difficult with electronic packets today, so figure out your own system. If it is on a separate notepad or Word document, then fine. Make decision trees, word maps, doodle, write If-Then statements to help with deliberations. If you are verbal processor, then figure out how to do that before the meeting. You can call the Mayor and discuss, or the Manager to clarify. If you need to talk in circles aloud in a public hearing to work your way around to a decision, know that this will become very tiresome for those around you.

MEETING SCENARIO PLANNING

UNDERSTAND THE MOTIONS AND NORMS FOR YOUR MEETINGS

Most of the local governments I work with are relatively informal, only following a loose version of Roberts Rules of Order. Meetings are not rocket science, yet boards butcher them and embarrass themselves on every night of the week somewhere. Google "Dysfunctional city council" and watch some videos. Most don't descend into that place in one evening. Don't be that board. The three areas of a meeting you should take some time to deconstruct are these:

1. Meeting Process, and how a meeting is organized
2. Approaches to different Content on the Agenda
3. Discussing together how to handle possible scenarios

DISCUSS LIKELY DIFFICULT SITUATIONS

There are many situations to discuss as a group and practice, although few boards take the time to do mock meetings together and work through hypothetical situations. I recommend that they do this in a Worksession or at a retreat with new board members. Doing so can be very empowering. It will make board members more confident. It also has the benefit of allowing discussion of how board members actions and styles impact each other.

I've facilitated retreats for boards in conflict who don't see a way out of maladaptive patterns that continually repeat. These often develop over time, yet Mayors or Managers often fail to see issues festering (or if they fear interceding). When conflict seems to persist from one agenda item into later items, or from one meeting to the next, it is time to provide space for the issue to be addressed before it develops into a deep rift between board members, or board and staff. This is easier said than done.

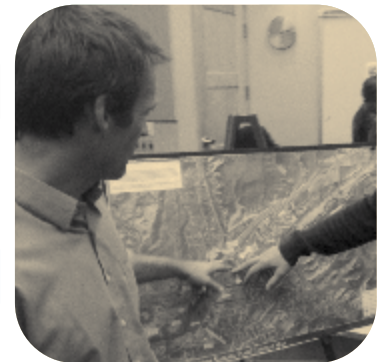


PROCESS QUIZ

Facilitation Notes: See pg 40

TRUE or FALSE

- ☐ ☐ 1. A public meeting is an open forum for any citizen to exercise a right to speak out.
- ☐ ☐ 2. A posted Worksession is when a board makes decisions so they can vote quickly in the next meeting.
- ☐ ☐ 3. The Agenda for any meeting of the board must be posted for at least 24 hrs.
- ☐ ☐ 4. Board members cannot speak with each other outside of meetings.
- ☐ ☐ 5. Three or more board members can have a standing informal discussion about town business as long as they do it in a public place on the same day each week.
- ☐ ☐ 6. Most people who vent in meetings have specific requests and expect action .
- ☐ ☐ 7. Most people who vent in meetings are not used to public speaking and they just want to be heard.
- ☐ ☐ 8. An Agenda is only a list of suggested topics in a suggested order to cover.
- ☐ ☐ 9. Executive Sessions are specifically designed for talking about the Chief Executive of the organization.
- ☐ ☐ 10. Executive Sessions are for deliberating on important items on the agenda in private.
- ☐ ☐ 11. Liquor Licenses require only two criteria: needs of the neighborhood & character of the applicant.
- ☐ ☐ 12. The Town board approves the bill schedule because bills can't be paid until they do.
- ☐ ☐ 13. It is best to come to a meeting with an open mind with some idea how you may vote on an item.
- ☐ ☐ 14. Public Works directors generally request that board members weigh in on snow plowing routes.
- ☐ ☐ 15. The Mayor has broad flexibility to preserve order and manage the meeting process.
- ☐ ☐ 16. It is important that meeting minutes reflect accurately and quote everything that was said.



COLORADO
Department of Local Affairs

The purpose of the Northwest Colorado Council of Governments is to be responsive to our members' needs and interests by providing guidance and assistance in problem solving, information sharing and partnership building, advocating members' interests and needs with local, state and federal entities, and providing quality services to our membership that are relevant, effective, and efficient.

For PDF copies of this report visit nwccog.org. To request hard copies contact office@nwccog.org.



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Mobile Home Park Coalition Update

Action Requested:

Department: Economic and Community Development

Presented By: Hannah Klausman, Kevin Rayes

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: The West Mountain Regional Housing Coalition is a Roaring Fork Valley-based nonprofit that leverages the skills and resources of the region to increase affordable housing opportunities for locals. Members include the City of Glenwood Springs, the Towns of Carbondale, Snowmass Village and Basalt, the City of Aspen, Eagle County, Pitkin County, the Roaring Fork Transportation Authority and the Colorado Mountain Local College District.

It recently came to the Coalition's attention that two local mobile home parks are on the market: one in Carbondale and the other in Willits. The next owner could redevelop these communities or substantially raise rents, displacing 139 households in the process, 75 in the Aspen/Basalt park, and 64 in the Carbondale (Mountain Valley) park. Mobile home parks are often considered the last bastion of naturally occurring affordable housing in the Roaring Fork Valley. The West Mountain Regional Housing Coalition is committed to preserving these communities to help residents stay in their homes.

As required per state statute, the 120-day notice period that gives residents the right of first refusal (i.e., opportunity to purchase the parks) ends on August 9. Failure to secure financing by then allows an outside entity to purchase these parks and expose residents to significant rent hikes. There is currently an offer to purchase both parks for \$42 million (\$15.5 for the Carbondale park and \$26.5 million for the Basalt); at this price point, rental rates are likely to increase by at least \$1 thousand per month per household.

The Coalition is working with local jurisdictions and private donors to raise funds to offset rental increases. Thistle is working with residents on the technicalities behind converting the properties into resident-owned communities. The City of Glenwood Springs has an opportunity to participate in this regional effort to help subsidize the purchase of these communities and further support the regional efforts in stabilizing housing.

At least \$20 million is needed to keep rents from increasing by more than \$400 per month. The Coalition acknowledges that raising this much funding is likely unrealistic, especially considering the short timeline between now and the end of the 120-day notice period. With that said, the Coalition is pursuing as much money as possible to help residents secure the properties and take them off the market. The Coalition and park residents can then pursue additional subsidies and grants from other sources, including philanthropic donors and foundations, which can then be used to help paydown mortgages and further reduce rent. It is worth noting that private donors and certain up-valley communities, including Carbondale, Basalt, Snowmass Village, Pitkin County, Eagle County and the City of Aspen are actively considering subsidy contributions for these parks, ranging from \$250 thousand - \$2 million.

Issues: These particular mobile home parks are not within Glenwood Springs city limits, but it is worth considering two likely outcomes in the event that rents are not stabilized. The majority of households earn below 80 percent of the area median income; even modest rent increases put residents at risk of

displacement. Impacted households are likely to seek housing down-Valley, adding pressure to the Glenwood Springs housing market. Those who relocate to the Colorado River Valley (i.e., Silt, New Castle, Rifle), and attend school or work up-Valley (i.e., Aspen, Snowmass, etc.) will commute through Glenwood Springs and increase congestion through town on a daily basis. In other words, while these parks are not within the jurisdictional boundaries of Glenwood Springs, displacement of residents will eventually become a Glenwood problem.

Regional Effort

Glenwood Springs is a founding member of the WMRHC and has strongly believed in the benefit of a regional approach to addressing the housing issue. Studies, including the 2019 Regional Housing Study, have illustrated that the region's workforce is fluid across municipal boundaries often including long commute times as people live further and further away from their place of employment in order to afford housing costs. This leads to congestion, reduced quality of life, as well as numerous economic prosperity indicators for each jurisdiction, whether it is a job center or a housing center. The need to collaborate regionally on these issues is paramount in making any substantial headway in mitigating impacts.

The Coalition's signature 'buy-down' program, commonly known as *Good Deeds*, provides 30 percent of the purchase price of a home in exchange for a price-capped deed restriction on the property. In year one, the program has assisted nine qualified home buyers secure housing. Five are in Glenwood Springs proper, with an additional sixth currently under contract in Glenwood Springs as well.

2024-2025 Good Deeds Contributions by Jurisdiction

Pitkin County: \$2 million

Aspen: \$450 thousand

Snowmass Village: \$450 thousand

Carbondale: \$200 thousand

Glenwood Springs: \$500 thousand

Glenwood Springs is not the top financial contributor of the program, however it has received the most benefits among the jurisdictions with 6 deed restricted homes in perpetuity. This means these homes will never be second homes or vacation rentals, and will be price capped at 3% appreciation rate going forward based on the reduced sales price of 30%. This program highlights a strong regional partnership.

Fiscal Impact:

If Council wishes to commit funds towards the purchase of these properties, the money provided from the City will contribute towards subsidizing lot rents. The City's contribution will only be provided pending closing on these properties. In the event that the purchase falls through, the funds will be considered 'unobligated' and will remain in the general fund.

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Glenwood Springs Mountain Mobile Home Park

Action Requested: None, discussion only.

Department: Economic and Community Development

Presented By: Hannah Klausman, Karl Hanlon

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

Background Info: City Council approved the Workforce Housing Advisory Board Recommendation to fund \$1.5 million from 2C funds to assist with the resident acquisition of the mobile home park.

Issues: Council asked for the forgivable loan details to review the final proposal. This work session is to review the concepts the legal department has worked on with ROC of America's lending and legal teams.

Mobile Home Park Land Use Restriction

WFHAB recommended, that a land use restriction be placed on the property requiring the use of the property remain a mobile home park. This is a very important restriction that has been utilized in other jurisdictions to maintain the existing housing stock that is far below market rate. Mobile Home Parks are an integral piece of the housing options within the community and a high level of priority has been placed on preserving that housing stock. This ensures that future home buyers also have the opportunity to purchase below market rate mobile homes. Allowing the park to convert to other types of housing would be detrimental to that goal and best practice. While this may be perceived as limiting the current owners, if their circumstances or housing opportunities change, there are other housing types available to them in the community. Preserving the existing mobile home parks in Glenwood Springs reduces the high likelihood that they are converted to more expensive housing options or commercial developments resulting in displacement of residents and a loss of a very important type of housing within the community.

Owner Occupancy

Owner occupancy requires that the mobile home is the primary residence of the tenant. This prevents second homes, vacation rentals, renters, and investment ownership. This is a key best practice in affordable housing. With owner occupancy, owners build equity, potentially enjoy lower interest rates, and gain more control over their housing costs. Furthermore higher owner occupancy rates can lead to stronger community ties and better overall neighborhood quality.

Employment Area Preference

The City of Glenwood Springs Housing Guidelines, as approved by City Council, regulate the City's inclusionary housing requirements, and voluntary deed restriction programs. This allows for a priority for purchase or rent of community housing units to be given to those working in Glenwood Springs or the next closest tier. Those areas are as follows:

Priority Area 1: Employment within the Glenwood Springs City Boundary

Priority Area 2: Employment within the 81601 zip code

Priority Area 3: Employment within 30 miles of City Boundary

Properties subject to these requirements report annually to the City of Glenwood Springs Housing Development Manager for program compliance and on an as needed basis for tenant qualification approval.

Previous 2C funded projects have incorporated a forgivable compliance aspect whereby an annual review of tenant demographics is reviewed to show compliance with an approved percentage of

residents meeting the employment area preference. The Canyon Vista Low Income Housing Tax Credit project off Hwy 6 was approved for a 20% threshold. As long as the project meets the approved threshold then that years portion of the forgivable loan is forgiven.

Project Subsidy versus Restriction Comparison

The level of restrictions or covenants placed on an affordable housing project is directly correlated to the amount of subsidy. This is evident in a variety of programs across the state most notably those in Summit and Eagle County. Buy Down and Resident Occupancy deed restriction programs in Summit County found the average cost of an affordability price cap restriction was over \$200,000, and resident occupancy only restriction was over \$100,000. This information was provided to Glenwood Springs in 2023 and amounts are likely higher now.

For projects previously funded by Glenwood Springs 2C funds, an average per unit cost for deed restrictions is \$150,000 per unit.

Fiscal Impact: \$1.5 million has been approved by Council for this project from 2C funds.

Legal Review: Legal has drafted the terms of the forgivable loan.

Staff Recommendation:

Aspen/Basalt MHP:

- Unincorporated Eagle County
- Offer on table for \$26,500,000
- 75 units, 13.4 acres
- 250 people (84 kids, 55 of which are in Basalt schools)
- >90% Hispanic
- >60% have lived there for more than 10 years
- >70% earn incomes less than 80% of the area median income
- At least 90 people work in Basalt, Aspen, or Snowmass
- Current average monthly lot rent = \$1,322
- At this purchase price, rents are expected to increase by more than \$1000 per month.
- With \$14 million in subsidy, ThistleROC can keep monthly lot rent at \$1,500.
- \$14 million is \$187K per home/family/space. \$1 million is \$13,333 per home/family/space. Over 10 years, that's roughly the equivalent of \$110 per family per month for the next 10 years.

Mountain Valley MHP (Carbondale):

- Unincorporated Garfield County
- Offer on table for \$15,500,000
- 64 units, 9.3 acres
- >200 people (65 kids)
- >90% Hispanic
- >55% have lived there for more than 10 years
- >40% earn incomes less than 80% of the area median income
- Estimated that 80% of adults work in Basalt, Aspen, or Snowmass in construction, landscaping, and housekeeping

- Current average monthly lot rent = \$1,125
- At this purchase price, rents are expected to increase by more than \$1000 per month.
- With \$6.5 million in subsidy, ThistleROC can keep monthly lot rent at \$1,300.
- \$6.5 million is \$101,500 per home/family/space. \$1 million is \$15,625 per home/family/space. Over 10 years, that's roughly the equivalent of \$130 per family per month for the next 10 years.

Total/Together:

- \$42,000,000 is the offer on the table to purchase both
- 139 units
- Almost 500 people (150 of which are kids – each kid in RE1 school district represents ~\$13,000 in state funding)
- >90% Hispanic
- \$20 million in subsidy needed to prevent significant rent increases and provide secure, stable, homeownership to 139 families. That's \$144K per home/family/space.



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: May 15, 2025 Council Minutes
Action Requested: May 15, 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 15, 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

Item 1. 7:05 Roll Call

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

Staff Present: Also present were City Manager Steve Boyd, Deputy City Clerk Danyelle Rigli, City Attorney Karl Hanlon, Finance Director Yvette Gustad, Director of Economic and Community Development Hannah Klausman, Director of Public Works Matthew Langhorst, City Engineer Ryan Gordon, Public Information Officer Bryana Starbuck, Parks and Recreation Director Rod Tarullo, and Deputy Chief of Police John Hassell.

Item 2. 7:31 Agenda Changes & Conflicts

No conflicts were noted.

Item number 15 will be moved before item 8. Councilor Schachter moved to approve this change, Mayor Tem Zalinski seconded the motion and passed 6-1 with Councilor Weimer voting against.

Item 3. 9:06 Council Announcements

Councilor Smith made announcements about the following: National Bike to workday which takes place tomorrow. He also spoke about the Passenger Program for 5th graders at the Glenwood Springs Elementary School and the volunteer spots available. Summer youth rec passes are available soon through the parks and rec department. There is a Colorado Communities for Climate Action board meeting in Frisco in June 2025. Councilor Smith commented on the Fire Department's open house that took place on May 10th.

Mayor Dehm announced the appointments of Councilors to the city boards and commissions. He also announced vacancies for the boards and commissions and explained how to apply for those seats.

Item 4. 13:40 Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes)

There were none.

Item 5. 13:41 Council Reaction to Citizen Comments

There were none.

Item 6. 13:54 Consent Agenda

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

Councilor Smith wanted to assure people that the items on the consent agenda were thoroughly discussed in the work session. He also noted that he did not support Item D on the consent agenda.

Item 7. 15:35 Proclamation Honoring Lieutenant Bill Kimminau

Mayor Marco Dehm presented Lieutenant Bill Kimminau with the proclamation.

Councilor Schachter commented on the long history he and Lt. Kimminau have and how proud the City is of him.

Item 8. 20:12 Project updates

- a. Ride Roaring Fork – Glenwood (Microtranist)
- b. 6th Street Project
- c. Blake Ave. Update
- d. 27th Street Bridge Closure

Ryan Gordon, City Engineer, presented on the items.

Mayor Dehm opened the floor to public comments.

Laurie Chase, resident and business owner on 6th Street, commented on how hard the construction has been on businesses located on 6th street and implored for financial assistance from the Council.

Jillian Sutherland, the President for the Downtown Development Authority also made comments on the attempts of the DDA to support and funnel customers to this area.

Mayor Dehm closed the floor to public comment.

Item 9. 1:17: 20 Support for Take a Minute Campaign

Steve Boyd, City Manager, introduced Diane Reynolds of the Take a Minute – Slow Down in Town campaign. She explained the goals of the program. She asked for official support from the City Council.

Councilor Schachter moved to continue the City support for the campaign as requested. Mayor Pro Tem Zalinski seconded.

The motion passed unanimously.

Item 10. 1:35:39 Presentation by Botanical Garden Group

Laura Speck, city resident, started the introduction of the Botanical Garden Group. Carolyn Meadowcroft, a member of the group, updated the City Council on the group's evaluation of the greenhouse located at

the Glenwood Gardens and the desire of the group to secure that structure for future use. Anita Moulton, a member of the group, also added some information on the project.

Item 11. 1:52:32 Workforce Housing Advisory Board Funding Recommendation for Mobile Home Park Preservation

Kevin Rayes, Housing Development Manager for the City of Glenwood Springs, introduced the Mountain Mobile Home Park and the request for funding for a Resident Owned Community. The request is that the City contribute 2C funding for this purpose.

Elizabeth Cheney, Portfolio Impact Manager, and Program Director for Thistle Community Housing, a non-profit based out of Boulder County, presented on the Resident Owned Community model and how this would work with the Mountain Mobile Park.

Mayor Dehm opened the floor to public comments.

Sam Silvan, President of the Glen Valley Cooperative and city resident.

Mayor Dehm closed the floor to public comment.

Councilor Schachter moved to approve the \$1.5 Million 2C funding that it would be in two tranches, one as close to closing as necessary and the second after September 2025 or whenever the 2C Board feels the second payment can be funded. The loan would be amortized at whatever interested rate is recommended by staff and the conditions of the loan being forgiven are based on the conditions stated tonight and comply with 2c requirements based on prior projects. This would be subject to final approval of documents by Council at a future meeting.

Mayor Pro Tem Zalinski seconded the motion.

The motion passed 6-1 with Councilor Schmahl voting against.

3:41:20 Mayor Dehm requested a motion as required, to extend the Council Meeting past 10pm. Mayor Pro Tem Zalinski moved to extend the meeting past 10pm. Councilor Schachter seconded the motion.

The motion passed 6-1 with Councilor Weimer voting against.

Item 12. 3:42:05 Ordinance 2025-15; Authorizing the use of Speed Cameras

Karl Hanlon, City Attorney, presented the ordinance as discussed in the work session this afternoon.

The floor was opened to public comment and there were none.

Mayor Pro Tem Zalinski moved to approve Ordinance 2025-15, Authorizing the use of Speed Cameras. Councilor Schachter seconded, and the motion passed unanimously.

Item 13. 3:44:43 Ordinance 2025-16; Budget Supplemental (One Reading)

Steve Boyd, City Manager, presented the ordinance listed above.

The floor was opened to public comment and there were none.

Mayor Pro Tem Zalinski moved to approve Ordinance 2025-16; Budget Supplemental (One Reading). Councilor Townsley seconded, and the motion passed unanimously.

Item 14. 3:47:04 Ordinance 2025-17; Tax Incentive Rebate Code Amendment

Hannah Klausman, Director of Community Development, presented the tax incentive rebate code amendment to the Council.

The floor was opened for public comment.

Spencer Chu, city resident and business owner, stated that he appreciated the time and work that has gone into the issue. He appreciated the efforts to make this consistent and equitable. There were some other items that he has some objection to regarding signage and leasehold provisions.

The floor was closed to public comment.

Mayor Pro Tem Zalinski moved to approve Ordinance 2025-17; Tax Incentive Rebate Code Amendment, Councilor Schachter seconded the motion, and the motion passed unanimously.

Item 15. 4:00:17 Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries

Karl Hanlon presented the above listed ordinance.

The floor was opened to public comment. There were none.

Councilor Schachter moved to approve Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries as presented, Mayor Pro Tem Zalinski seconded the motion, and the motion passed unanimously.

Item 16. 4:08:04 Tourism Promotion Contract

Steve Boyd, City Manager, presented the issue to Council.

The floor was opened to public comment. There were none.

Mayor Pro Tem Zalinski moved to put the Tourism contract out to bid. Councilor Schachter seconded, and the motion passed unanimously.

Item 17. 4:15:39 Council Comments

Councilor Smith made comments about the rock barrier wall in South Glenwood and has questions on what the issue is with that situation and what the City can do to address it. He complimented the concrete work and sidewalks done at the community center. He also noted the work done in parks with electric lawn equipment. He would like to hear an update on the Energy and Climate Action Plan progress report.

Mayor Pro Tem Dehm commented on two upcoming Linwood Cemetery workdays that will be put on by the Roaring Fork Outdoor Volunteers.

Item 18. 4:18:55 Report from City Administration

There were no reports made.

Item 19. 4:19:11 Social Event Announcement

No social event will take place after the meeting.

Item 20. 4:19:22 Executive Session

Mayor Pro Tem Zalinski moved to go into 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 regarding the South Bridge Project. Councilor Schachter seconded, and the motion passed unanimously.

Adjournment

Councilor Simms moved to adjourn the meeting. Councilor Weimer seconded, and the motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Promote Adam Decker from Alternate to Seated Member of the Transportation Commission

Action Requested: Promote Adam Decker from Alternate to Seated Member of the Transportation Commission.

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Preserve and Improve Infrastructure

Background Info: Steve Smith was a member of the Transportation Committee but has recently been elected to City Council. The Staff liaison has requested that Mr. Decker be promoted to fill the seat left by Mr. Smith.

Composition of Transportation Commission

- Eight (8) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City and one (1) youth who is in the 9th-12th grade in the City and who shall serve a one-year term.

Powers and Duties of the Transportation Commission

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

(i) Powers and Duties of Transportation Commission.

The powers and duties of the Transportation Commission shall be:

1. To investigate, study and report to the City Council any and all matters concerning transportation issues which directly affect the City.
2. To investigate, study and report to the City Council on other intergovernmental committees, boards or commissions working on transportation issues in the Tri-County (Pitkin, Garfield and Eagle) area.
3. To meet with the City Council on an annual basis to identify which transportation issues require priority attention.
4. To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in meeting the transportation needs of the City.
5. To perform functions concerning oversight of transportation issues or functions as delegated by the City Council.
6. To appoint subcommittees as necessary to carry out the foregoing functions subject to the approval of the City Council.

Issues: n/a

Fiscal Impact: n/a

Legal Review: n/a

Staff Recommendation: Staff defers to Council.

Tourism Management Board Application - Submission #2913

Date Submitted: 12/12/2024

Tourism Management Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



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

Membership Qualifications*

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

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☒ Three (3) citizens who are residents of the City, that may have a financial interest in a tourism-related business.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

12/12/2024

Personal Information

First Name*

Adam

Last Name*

Decker

Occupation*

State Farm Agent

Home Address*

City*

Glenwood Springs

State*

CO

Zip Code*

81601

Mobile Phone Number*

Email Address*

Home Phone Number

Work Phone Number

Mailing Address (If different than home address)

City	State	Zip Code

Personal and Professional Interests

Why are you interested in serving on the Tourism Management Board?*

As a business owner and resident of Glenwood Springs, I have a vested interest in the success and growth of the tourism in our community. I would like to serve on the board to contribute toward this.

What do you view as the role of a Tourism Management Board member?*

To review plans, discuss and set goals and budgets, and report ideas to the city council in order to promote tourism.

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

Yes. I have developed marketing and advertising plans for large corporations over the last 10 years and currently do that for my business in Glenwood.

Do you have tourism industry experience or skills?*

No but I believe my skill set will be easily transferrable to this opportunity.

Can you describe an experience making a decision that made people unhappy?*

Raising the prices of a good or service to secure the financial stability of the organization has made customers unhappy in the past. However, this enabled us to pay our employees fair wages and ensure our success moving forward.

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

Yes, it is important to recognize the "greater good" and represent and voice the opinion of the city over my own.

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

I do not foresee this being an issue.

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

Previous experience of: Sunbelt Promotional Product Association Board Member and Glenwood Springs Kiwanis Board Member. Currently serving as an Officer of the Glenwood Springs Elks Lodge, Ambassador of the GSCRA and am an alternate on the COGS Transportation Commission.

Have you previously served on the Tourism Management Board?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

N/A

Have you served two full successive terms on the Tourism Management Board?

No

Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code; (m) Powers and Duties of Tourism Management Board)

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:

- All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
- Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

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

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

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

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

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

7. To complete all other duties as may be directed by City Council.

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

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

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

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

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

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

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

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



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Urban Renewal Authority Appointment

Action Requested: Approval for reappointment of Urban Renewal Authority member for an additional term.

Department: Economic and Community Development

Presented By:

Strategic Goals: Generate Sustainable Economic Development

Background Info: Tate Fairbanks has served on the Urban Renewal Authority board since 2019 and has indicated a willingness to serve an additional term.

Mayor Dehm and Mayor Pro Tem Zalinski recommend Tate for reappointment for a term to expire January 2029.

Issues: None

Fiscal Impact: None

Legal Review: Legal has been involved in discussions

Staff Recommendation: Staff defers to City Council



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Colorado Strategic Wildfire Action Program Grant
Action Requested:	Acceptance of a Colorado Department of Natural Resources Colorado Strategic Wildfire Program grant in the amount of \$1,000,000.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	The Colorado Strategic Wildfire Action Program (COSWAP) is designed to support wildfire risk reduction efforts in Colorado to protect life, property, and infrastructure. COSWAP was created after the devastating 2020 fire season by the Colorado legislature through the bi-partisan supported SB21-258. The Landscape Resilience Investment program focuses on cross-boundary fuel reduction projects that have the greatest potential to protect lives, property, and infrastructure. These investments fund targeted mitigation projects in COSWAP's strategic focus areas. The projects selected for funding are collaboratively developed to meet the greatest needs of the area and create connectivity across the landscape to reduce wildfire impacts to communities. This grant compliments the (Natural Disaster Mitigation Enterprise) NDME grant. This project will be collaboratively led by the City, Roaring Fork Valley Wildfire Collaborative and the State Forest Service in partnership with the USFS, BLM and local HOAs. The Roaring Fork Valley Wildfire Collaborative's forest health goals through the Wildfire Ready Action Plan (WRAP) include reducing fuel loads in high-risk areas to lower the likelihood of catastrophic wildfires, protecting critical water infrastructure from erosion and debris flows, improving ecosystem resilience to disturbances, and fostering cross-boundary collaboration to implement wildfire mitigation projects. COSWAP funding will help accomplish those goals by supporting targeted, cross-boundary wildfire risk reduction efforts to protect life, property, watersheds, and water infrastructure. The Roaring Fork Valley Wildfire Collaborative in partnership with Glenwood Springs Fire and the Colorado State Forest Service will complete comprehensive project plans for 3-Mile Road/Mountain Springs Ranch (159 acres) and 4-Mile Road/Oak Meadows (209 acres). These project plans will reduce vegetative fuels through mastication and clearing of fuels on roadside and open spaces to create fuel breaks, safer evacuation routes, and protect water infrastructure. This project focuses on reducing wildfire risk and enhancing community resilience in the Roaring Fork Valley, starting with two identified high-priority areas: 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows. Treatments will include fuels reduction through mastication, roadside clearing, and creating defensible space to protect lives, property, watersheds, and critical infrastructure. Additional project areas will be identified through the Wildfire Ready Action Plan (WRAP), ensuring a science-based, collaborative approach to wildfire preparedness, watershed protection, and long-term ecosystem health.
Issues:	The project areas were chosen to reduce the hazard risk to vulnerable populations in areas that lack both cell phone coverage and alternative warning systems, where the risk is the highest and evacuation is a significant concern. More broadly, the region is increasingly vulnerable to climate change, with rising temperatures, prolonged drought, and drier vegetation creating more frequent and intense wildfires, coupled with a rapidly growing WUI population that increases exposure to wildfire risks. This project is a proactive adaptation strategy, ensuring that residents, emergency responders, and essential services are better protected as wildfire conditions worsen.

Fiscal Impact: Acceptance of a multi-year grant in the amount of \$1,000,000 with no match.

Legal Review: Legal has reviewed the grant award.

Staff Recommendation: Statt is supportive of acceptance of this grant.

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Natural Resources Executive Director's Office Colorado Strategic Wildfire Program (COSWAP) 1313 Sherman Street Denver, Colorado 80203	Grant Agreement Number: CORE: CTGG1 PAAA 2025*3542 CMS: 196766
Grantee City of Glenwood Springs	
Grant Issuance Date The Effective Date	
Grant Expiration Date February 1, 2028	Grant Amount Total for all State Fiscal Years: \$1,000,000.00
Grant Authority This grant is authorized by section 24-33-117, C.R.S..	Local Match Amount Total for all State Fiscal Years: \$250,000.00

Grant Purpose

COSWAP's Landscape Resilience Grant program facilitates the planning and implementation of landscape scale, cross boundary wildfire mitigation to protect life, property, and infrastructure.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, PII Certification
4. Exhibit D, Sample Option Letter

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit D, Sample Option Letter
6. Exhibit B, Budget.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO Jared S. Polis, Governor Dan Gibbs, Executive Director <i>Timothy J. Mauck</i> By: <u>Timothy J. Mauck</u> Deputy Executive Director Date: <u>February 24, 2025 9:02 AM MST</u>	In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD <i>Jeanette Stroud</i> By: <u>Jeanette Stroud</u> DNR Deputy Procurement Director Date: <u>February 25, 2025 8:49 AM MST</u>
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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an Option Letter in a form substantially similar to Exhibit D showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau

of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- O. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- P. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S.
- R. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an

individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- S. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Award.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies..

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

F. Grant Funding Change- State's Option

The State, at its discretion, shall have the option to increase or decrease the funding provided under the same terms specified herein. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Grant Award Letter.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law

enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of

this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (Colorado Fiscal Rule 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its**

agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.
§§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

PROPOSAL

GRANTEE and FISCAL AGENT (if different)

City of Glenwood Springs

PRIMARY CONTACT

Mina Bolton, Emergency Service Coordinator, Glenwood Springs Fire Department

ADDRESS

101 West 8th Street
Glenwood Springs, CO 81601

PHONE

970-401-1374

EMAIL

mina.bolton@cogs.us

PROJECT NAME

Wildfire Risk Reduction in Glenwood Springs

GRANT AMOUNT

Amount shall not exceed \$1,000,000

FUND EXPENDITURE

2/1/2028 or upon completion of the project.

INTRODUCTION AND BACKGROUND

The Colorado Strategic Wildfire Action Program (COSWAP) Landscape Resilience Investment grant was created to facilitate the planning and implementation of landscape scale, cross boundary wildfire mitigation to protect life, property and infrastructure. For a special release of the Landscape Resilience Investment program, COSWAP has partnered with the Colorado Water Conservation Board through the Wildfire Ready Watersheds program to support landscape scale wildfire mitigation and forest health projects focused on improving watershed health and/or protecting critical water infrastructure.

TREATMENT OBJECTIVES

The Roaring Fork Valley Wildfire Collaborative's forest health goals through the Wildfire Ready Action Plan (WRAP) include reducing fuel loads in high-risk areas to lower the likelihood of catastrophic wildfires, protecting critical water infrastructure from erosion and debris flows, improving ecosystem resilience to disturbances, and fostering cross-boundary collaboration to implement wildfire mitigation projects. COSWAP funding will help accomplish those goals by supporting targeted, cross-boundary wildfire risk reduction efforts to protect life, property, watersheds, and water infrastructure.

BRIEF DESCRIPTION OF PROJECT

Exhibit A

This project focuses on reducing wildfire risk and enhancing community resilience in the Roaring Fork Valley, starting with two identified high-priority areas: 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows. Treatments will include fuels reduction through mastication, roadside clearing, and creating defensible space to protect lives, property, watersheds, and critical infrastructure. Additional project areas will be identified through the Wildfire Ready Action Plan (WRAP), ensuring a science-based, collaborative approach to wildfire preparedness, watershed protection, and long-term ecosystem health.

SCOPE OF WORK

In the first year, three agencies—Glenwood Springs Fire, the Roaring Fork Valley Wildlife Collaborative, and the Colorado State Forest Service—will partner to complete comprehensive project planning to identify specific treatment areas and develop detailed prescriptions tailored to the needs of the work. Our primary data source for planning treatments will be the WRAP, along with data from the USFS Potential Operational Delineations maps, the CSFS Forest Atlas, and local Community Wildfire Protection Plans. Planned prescriptions will be based on the best available science for hazardous fuels reduction to ensure maximum effectiveness and alignment with forest health and wildfire mitigation goals.

In the second year, these three agencies will finalize treatment areas. Once complete, the two project managers will begin implementing projects utilizing local contractors selected through a competitive bidding process. Implementation will include the two high-priority areas (specific prescriptions to be finalized in year 1 planning):

- Project 1: 3-Mile Road / Mountain Springs Ranch: Outcome: reduce vegetative fuels on 159 acres through mastication, roadside cut/chip, and clearing fuels within 20ft (30ft in some areas) on either side of 3-Mile Road and around the Mountain Springs Ranch subdivision. The dual goals include (a) roadside fuels reduction to improve road right-of-way for safer wildfire evacuation and (b) creating defensible space around structures to protect lives and property.
- Project 2: 4-Mile Road / Oak Meadows: Outcome: address hazardous fuels on 209 acres through mastication or hand clearing where terrain is inoperable. The general prescription is to create a 50-60% mosaic pattern with irregularly shaped leave pockets in mixed mountain shrub with an average spacing of 66ft. between retention pockets. The goals are to create a fuel break that facilitates fire suppression and protect water infrastructure such as ditches and retention ponds.

In the third and final year, project co-leaders will complete any remaining implementation, potentially including burning of piles created during year two and additional work needed to ensure all objectives are met. This phased approach ensures that planning, implementation, and evaluation align with project goals while addressing challenges to deliver measurable outcomes.

Project deliverables include: implementation of identified fuels reduction projects and comprehensive monitoring and reporting of project impacts, as well as additional benefits including increased community awareness and involvement in wildfire mitigation.

Measures of success will include: 368+ acres successfully treated within identified timelines, completed regular reporting and annual monitoring, comprehensive outreach materials distributed, and at least 4 community outreach/volunteer engagement events supporting mitigation activities.

BUDGET AND NARRATIVE

Exhibit A

Matching Contributions	Colorado State Forest Service	Roaring Fork Valley Wildfire Collaborative	Mountain Springs Ranch HOA	Oak Meadows HOA			Total Match
Cash Match	\$ -	\$ 212,500.00	\$ -	\$ -			\$ 212,500.00
In-kind Match	\$ 18,000.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00			\$ 37,500.00
Total	\$ 18,000.00	\$ 217,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 250,000.00
Total Proposal Budget	Complete the following budget table. The COSWAP Share Per Project columns represent your grant ask and can total up to \$900,000. Fill in a separate COSWAP Share Per Project column for each implementation project, if applicable. Please add in the Cash Match and In-kind Match contributions in the appropriate budget line items. The match amounts should equal the match represented in the Matching Contributions table.						
Total Proposal Budget	Overall Project Management	3-Mile / Mountain Springs Ranch	4-Mile / Oak Meadows	Additional WRAP projects	In-kind Match	Cash Match	COSWAP Total Ask
Personnel (maximum 20% of COSWAP Share)	\$200,000.00						\$200,000.00
Project Implementation (minimum 70% of COSWAP Share)	\$18,000.00	\$303,900.00	\$162,400.00	\$215,700.00	\$37,500.00	\$212,500.00	\$700,000.00
Indirect Costs (maximum 10% of COSWAP Share)	\$100,000.00						\$100,000.00
Total	\$ 318,000.00	\$ 303,900.00	\$ 162,400.00	\$ 215,700.00	\$ 37,500.00	\$ 212,500.00	\$ 1,000,000.00

Implementation: \$700,000

Included this total are contracted fuels reduction work (to be competitively bid) for the two identified high-priority areas totaling \$484,300 estimated at the following rates:

LRI Budget Table					
Project	Rx	Acres	Cost/Acre	Cost	Note
3 Mile	Roadside Clearing	107	\$ 2,500	\$ 267,500	30 feet of clearing on either side of roadbed, unlikely to be hit on all landowners. Clearing all roads (3 mile, MSR, Fire exit)
3 Mile	MS Mosaic Mx	52	\$ 700	\$ 36,400	50-60% mosaic. Clearing benches between switchbacks and area around the safety zone on the western side
4 Mile	MS Mosaic Mx	202	\$ 700	\$ 141,400	50-60% mosaic. Includes all of Oak Meadows and Faranhyll Ranch proposed acreage. Could be split up more later with Black Diamond and Delanays
4 Mile	MS Mosaic Hand	7	\$ 3,000	\$ 21,000	50-60% mosaic. Includes all of Oak Meadows proposed hand acreage
All	CSFS Time			\$ 18,000	Total cost is \$ 36,000 but half is match
Totals		368		\$ 484,300	

The above work includes a budget line for Colorado State Forest Service (CSFS) time, to include: field reconnaissance and direct, on-the-ground support for fuels reduction work.

Our CSFS Forester provided the above estimate for this fuels reduction work utilizing the following estimated rates: mastication work at \$700/acre, hand work at \$3000/acre, and roadside boom arm work at \$2500/acre. We collected estimates from five local contractors for a similar project in our region in November and December 2024 and maintain a bank of 20+ current contractors with regularly updated bids, and the estimated rates are based on those recent bids.

We will allocate the remaining \$215,700 for fuels reduction projects identified in the WRAP.

Personnel: \$200,000

The funding will support two key positions-Roaring Fork Valley Wildfire Collaborative's Executive Director and Glenwood Springs Fire Department's Emergency Service Coordinator-who will collaboratively lead project management, monitoring, reporting, and public outreach to ensure all milestones are met on time and within budget. Their shared leadership will foster community engagement through education and volunteer events, while driving the implementation of fuels reduction on 368+ acres, comprehensive monitoring, and outreach efforts, ensuring the project's success and maximizing its impact.

Exhibit A

Specifically, this funding will be allocated as follows:

Executive Director, Roaring Fork Valley Wildfire Collaborative: (approx. \$100,000)

- Year 1: 6 days (48h) per month x 12 months x \$85/hour = \$48,960
- Year 2: 4 days (32h) per month x 12 months x \$85/hour = \$32,640
- Year 3: 18h per month x 12 months x \$85/hour = \$18,360

Emergency Manager, Glenwood Springs Fire: (approx. \$100,000)

- Year 1: 6 days (48h) per month x 12 months x \$85/hour = \$48,960
- Year 2: 4 days (32h) per month x 12 months x \$85/hour = \$32,640
- Year 3: 18h per month x 12 months x \$85/hour = \$18,360

Indirect: \$100,000

We will evenly split the indirect costs between the two entities working in tandem to manage on this grant: the Glenwood Springs Fire Department and the Roaring Fork Valley Wildfire Collaborative (RFVWC) to account for operational expenses including administrative costs. The breakdown is as follows: 50% of allowable 10% indirect (\$50,000) each to City of Glenwood Springs and RFVWC.

Match:

The Colorado State Forest Service will offer 50% of their fee (for field reconnaissance, scope of work support, and contractor support) as in-kind, bringing \$18,000 to the table in that capacity.

The two HOAs directly involved—Mountain Springs Ranch and Oak Meadows—will support this work with at least \$7,500 of in-kind support, to include stakeholder engagement and communication, support with project selection, monitoring and maintenance, and volunteer support for home and HOA-level fuels reduction work. We anticipate that they will also be prepared to provide a cash match (up to \$10,000 per HOA and potentially more from a fundraising campaign of homeowners, if needed) in the event we can not raise the remaining match from grant funding.

The Roaring Fork Valley Wildfire Collaborative (RFVWC) will provide the remaining match funding, secured from a dedicated fundraising effort. We plan to apply to large-scale state and federal grants, likely including: USDA USFS's Community Wildfire Defense Grant program, CSFS's Forest Restoration & Wildfire Risk Mitigation Grant Program, FEMA's Building Resilient Infrastructure and Communities, the National Fish and Wildlife Foundation's RESTORE program, and Great Outdoors Colorado, along with state and local foundations, in addition to raising money from individuals to support this work. The RFVWC has been successful at similar fundraising campaigns conducted for other landscape-scale fuels reduction projects in the watershed. The RFVWC is also prepared to donate staff time (for project management) as in-kind funding -- \$4,500 is identified in the budget table, and this amount can be increased as needed.

PAYMENTS

Grantee shall initiate payment requests by invoice to DNR using the DNR invoice and match template. The Grantee may invoice DNR monthly or quarterly.

EXHIBIT B, BUDGET

Matching Contributions	Colorado State Forest Service	Roaring Fork Valley Wildfire Collaborative	Mountain Springs Ranch HOA	Oak Meadows HOA			Total Match
Cash Match	\$ -	\$ 212,500.00	\$ -	\$ -			\$ 212,500.00
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Total	\$ 18,000.00	\$ 217,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 250,000.00
Total Proposal Budget	Complete the following budget table. The COSWAP Share Per Project columns represent your grant ask and can total up to \$900,000. Fill in a separate COSWAP Share Per Project column for each implementation project, if applicable. Please add in the Cash Match and In-kind Match contributions in the appropriate budget line items. The match amounts should equal the match represented in the Matching Contributions table.						
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Indirect Costs (maximum 10% of COSWAP Share)	\$100,000.00						\$100,000.00
Total	\$ 318,000.00	\$ 303,900.00	\$ 162,400.00	\$ 215,700.00	\$ 37,500.00	\$ 212,500.00	\$ 1,000,000.00

EXHIBIT C - PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT C-PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx	Option Contract Number Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx State Fiscal Year 20xx State Fiscal Year 20xx State Fiscal Year 20xx	Contract Performance Beginning Date Month Day, Year
Total for All State Fiscal Years	Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the Increase/Decrease Funding

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the Funding in the Original Contract, as amended.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD
--	---

_____ By: Name & Title of Person Signing for Agency or IHE Date: _____	By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: _____
---	---

i.



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Natural Disaster Mitigation Enterprise Grant
Action Requested:	Acceptance of a Colorado Division of Homeland Security & Emergency Management Natural Disaster Mitigation Enterprise Grant in the amount of \$641,286.
Department:	City Administration
Presented By:	
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	The Colorado Division of Homeland Security & Emergency Management Natural Disaster Mitigation Enterprise awards natural disaster mitigation grants to assist in the implementation of resilience and natural disaster mitigation measures. The Glenwood Springs Wildfire Mitigation and Home Resilience Project will reduce wildfire risk, protect critical infrastructure, and improve long-term community resilience in 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows—two high-risk areas identified in the Garfield County Community Wildfire Protection Plan. These locations face extreme wildfire threats due to dense fuels, steep terrain, and limited evacuation routes. Wildfire risk in Glenwood Springs continues to escalate due to climate change and increasing fuel loads. Without proactive mitigation, these areas remain vulnerable to catastrophic fire, threatening homes, water infrastructure, and emergency access. The project will implement 368 acres of fuels reduction, including mastication, thinning, and roadside clearing, while also conducting up to 170 home wildfire risk assessments, and up to 100 defensible space plans to reduce structural ignitability. The project is collaboratively led by the Roaring Fork Valley Wildfire Collaborative (RFVWC), City of Glenwood Springs, and Colorado State Forest Service (CSFS). These organizations have and will continue to collaborate with local HOAs, landowners, officials, and fire experts to ensure effective implementation. The project area is on private land and along city and county roads within the right-of-way, so NEPA is not required. Regardless, we will adhere to necessary permitting and will secure right-of-entry agreements from all homeowners and other parties.
Issues:	The project areas were chosen to reduce the hazard risk to vulnerable populations in areas that lack both cell phone coverage and alternative warning systems, where the risk is the highest and evacuation is a significant concern. More broadly, the region is increasingly vulnerable to climate change, with rising temperatures, prolonged drought, and drier vegetation creating more frequent and intense wildfires, coupled with a rapidly growing WUI population that increases exposure to wildfire risks. This project is a proactive adaptation strategy, ensuring that residents, emergency responders, and essential services are better protected as wildfire conditions worsen.
Fiscal Impact:	Reimbursable grant in the amount of \$641,286 for use over 3 years. Ends 2027.
Legal Review:	
Staff Recommendation:	Acceptance of the Natural Disaster Mitigation Enterprise grant.



COLORADO
**Division of Homeland Security
& Emergency Management**

Department of Public Safety

Natural Disaster Mitigation Enterprise
9195 E. Mineral Avenue, Suite 200
Centennial, CO 80112

May 1, 2025

251NDMECGS

City of Glenwood Springs

Steve Boyd, City Manager

101 West 8th Street

Glenwood Springs, CO 81601

Dear Steve Boyd:

We are pleased to inform you that the Natural Disaster Mitigation Enterprise (NDME) has approved your application for funding pursuant to the Natural Disaster Mitigation Enterprise Grant Program ("Program") in the amount of \$641,286.00. This letter authorized you to proceed with the Wildfire Mitigation Project ("Project") in accordance with the terms of this Agreement.

Attached to this letter are the terms and conditions of your grant. Please review these terms and conditions as they are requirements of this grant to which you agree by accepting the grant funds.

If you have questions regarding this grant, please contact: Ilima Kane at ilimakane@state.co.us.

Ilima Kane, Administrator



COLORADO
Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | PublicSafety.Colorado.gov

Jared Polis, Governor | Stan Hilkey, Executive Director

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency	Grant Issuance Date
Natural Disaster Mitigation Enterprise	April 10, 2025
Grantee	Grant Expiration Date
City of Glenwood Springs	April 30, 2028
Grantee UEI	Fund Expenditure End Date
CHPDEB35NFX4	April 30, 2028
Grant Amount	Agreement Authority -
\$641,286.00	Colorado House Bill 21-1208, codified at
Encumbrance Number	section 24-33.5-1619, C.R.S., created the
251NDMECGS	Natural Disaster Mitigation Enterprise and
	authorizes it to provide grants to local
	governments to implement resilience and
	natural disaster mitigation measures.

Grant Purpose

The Natural Disaster Mitigation Enterprise awards natural disaster mitigation grants to assist in the implementation of resilience and natural disaster mitigation measures and to assist entities that apply for federal grants that require matching funds and are dedicated to assisting in the implementation of pre-disaster natural disaster mitigation measures.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Budget.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.

- 4. Exhibit B, Sample Option Letter.
- 5. Exhibit C, Budget.

Principal Representatives

For the State:

Ilima Kane

Natural Disaster Mitigation Enterprise

9195 E. Mineral Avenue,

Centennial, CO 80112

For Grantee:

Mina Bolton

City of Glenwood Springs Fire Department

101 W 8th Street

Glenwood Springs, CO 81601

Angie Davlyn

Roaring Fork Valley Wildfire Collaborative

130 Shadowwood Lane

Carbondale, CO 81623

Commented [IK1]: Please complete this section for the person who will be mainly responsible for day to day project management, reporting, and submitting RFRs and other communication to NDME.

Version: 11/2024

Signature Page

The Signatories Listed Below Authorize this Grant

Grantee
City of Glenwood Springs

STATE OF COLORADO
Jared S. Polis, Governor
Natural Disaster Mitigation Enterprise
John Davison, Board Chair

By: Joseph Deras, Chief of Public Safety

Date: _____

By: John Davidson, NDME Board Chair or NDME
Board Delegate

Date: _____

Commented [IK2]: Please complete this section

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Effective Date:_____

Version: 11/2024

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Version: 11/2024

18. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

19. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit B.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- F. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- G. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- H. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- K. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, Tax Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

20. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

21. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all

allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

22. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

23. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place

of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

24. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall

immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis. Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

25. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

26. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

27. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

28. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this

agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact

amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or

other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

29. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

30. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

31. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by

Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

32. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

33. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and

conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

34. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501,

et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

Exhibit A, Statement of Work

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. The Natural Disaster Mitigation Enterprise (NDME) Grant Program provides funding to eligible entities to assist in the implementation of resilience and natural disaster mitigation measures and to assist entities that apply for federal grants that require matching funds and are dedicated to assisting in the implementation of pre-disaster natural disaster mitigation measures. Grantee will execute and complete the projects as specified and outlined in their 2025 Natural Disaster Mitigation grant approved application.

1.2 Grantee will conform to the work outlined in §1 of this SOW, in conjunction with Title 8 of the Code of Colorado Regulations (CCR) §1507-48.

1.3 Project Expenses. Project expenses include the costs to complete the project as described in §1.1 of this Exhibit A. All eligible expenses are listed in the budget table in Exhibit C.

2. ADMINISTRATIVE REQUIREMENTS:

2.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, Natural Disaster Mitigation Enterprise (NDME).

2.2 Required Documentation: In accordance with the Colorado Revised Statutes, Title 6, Article 17 Uniform Records Retention Act, Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports. The minimum retention date for this award is May 1, 2031, or thereafter, and is subject to change.

2.3 Records retained shall include, but are not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, time and effort reports, grant award documents, letters from NDME, and requests for reimbursement forms.

Sufficient detail shall be provided as proof of payment supporting the amount used from awarded funds which demonstrate the expenses are allowable and appropriate within the purpose of the grant program for this award, plus relevant information as detailed below:

2.3.1 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

3.4 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

2.4.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the NDME.

2.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

2.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on <http://www.sam.gov>.

2.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee shall use the following phrase in the request listing, announcement or signage: "This project was supported by the Colorado Natural Disaster Mitigation Enterprise." Alternately, an image with the NDME logo and statement above will be provided upon request to the NDME Administrator.

2.4.5 Grantee shall ensure that no rights or duties exercised under this grant are assigned without the prior written consent of the NDME.

2.5 Additional Administrative Requirements: None.

3. REPORTING REQUIREMENTS:

3.1 Semi-Annual Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter of this grant agreement. Grantee shall submit semi-annual progress reports for

each project identified in this agreement using the format provided by the NDME throughout the life of the grant, also referred to as the period of performance.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in §4 of this Exhibit A.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the “report period” time, and for every six months that the grant remains open.

Report Period	Due Date
May-October	November 30
November - April	May 30

3.2 Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the semi-annual reports for the final six months of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the NDME has received, and sent notice of acceptance, of the final grant report.

4. PAYMENT:

4.1 Payment Schedule: Payments will be rendered once the agreement between the NDME and the Grantee is fully executed and complete.

4.2 Grantee shall provide proof of payment and final invoice(s) to NDME with each progress report.

4.3 Payment Amount: All grant funds from this award not expended by April 30, 2028, must be returned to the State by June 15, 2028. Unspent grant funds returned to the State must be via check repayment issued to ‘Natural Disaster Mitigation Enterprise’ with a memo line stating ‘refund for 251NDMECGS’ and remit to:

Colorado Department of Public Safety, Natural Disaster Mitigation Enterprise

Attn: EDO Accountant

700 Kipling Street, Suite 4000

Lakewood, CO 80215

Notification of the date the refunded grant payment is mailed is required, and notification is emailed to the contacts listed in §2 of this SOW.

5. TESTING AND ACCEPTANCE CRITERIA:

The NDME shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The NDME will notify Grantee in advance of such on-site monitoring.

Exhibit B, Sample Option Letter

State Agency

Natural Disaster Mitigation Enterprise

Grantee

[Insert Grantee's Full Legal Name, including
"Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount**Initial Term**

State Fiscal Year [20XX] [\$0.00]

Extension Terms

State Fiscal Year [20XX] [\$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the
first option)]

Original Agreement Number

[Insert CMS number or Other Agreement
Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement
Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

Required Provisions:

- 1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- 2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
- 3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the

Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Natural Disaster Mitigation Enterprise
John Davidson, Board Chair

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: John Davidson, NDME Board Chair or NDME Board Delegate

Date: _____

By: _____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Commented [IK3]: Match to signature page

Option Effective

Date: _____

Exhibit C, Budget

Commented [IK4]: This is a first stab at the budget. Feel free to move things around and reach out to Ilima if additional discussions would be helpful.

Budget Category	Amount
Personnel	\$0
Equipment (Over \$10,000)	
Supplies	\$32,000
Travel	\$0
Contractors/Contracts	\$609,286
Total	\$641,286



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Award Existing Conditions Survey of North Glenwood to SGM
Action Requested:	Award the North Glenwood survey to SGM.
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Preserve and Improve Infrastructure Ensure Public Safety
Background Info:	The North Glenwood Springs neighborhood needs major repairs and improvements to the roadway, adding sidewalk/curb and gutter, storm water, water, sanitary sewer, electric and other utilities. Staff would like to address these needs comprehensively and will issue a Civil Design Request for Proposal (RFP) for the entire neighborhood in 2026 or 2027. Prior to the Design RFP, we want to understand Right of Way (ROW) and property issues and the layout of public improvements. The survey will allow staff to develop a conceptual design for the improvements in-house, meet with the public in advance of a full design, understand the complications that will come with the project, and we will be able to provide the selected consultant with the goals of the project within a proposed design and existing conditions AutoCAD file.
Issues:	The survey will allow for a conceptual design to be developed to understand ROW/property issues, address infrastructure and communicate needs and impacts to the community.
Fiscal Impact:	The City budgeted for the survey through the Capital Projects Fund. The City has an as-needed contract and selected SGM.
Legal Review:	Legal will review the contract.
Staff Recommendation:	Staff recommends the award of the North Glenwood Springs survey to SGM for \$104,621.

SCOPE OF WORK AND FEE ESTIMATE

City of Glenwood Springs

Department Contact: Ryan Gordon and Matthew Langhorst
North Glenwood Springs Right-of-Way Survey

SGM Project Manager: Shawn Binion, (970) 384.9033, Shawnb@sg-inc.com

Project goal:

This project aims to provide a Right-of-Way Existing Conditions Map to include planning, field work, drafting and oversite for a right-of-way existing conditions map. The requested North Glenwood area includes approximately 14,750 linear feet of improvements mapping within the Right-of-Ways. The resulting one-foot interval contour map will include all visible improvements within up to five feet of the existing right of way as determined along the approximate centerlines of the existing roadways. Additionally, lot lines will be depicted based on original subdivision filings with primary boundary analysis tied to the as constructed roadway centerline with the primary emphasis on community harmony to facilitate roadway improvements as opposed to resolving any individual parcel boundary questions which may arise. This Existing Conditions map will also reflect utility locations up to quality level D, which will entail a UNCC utility request. SGM anticipates that the response to this utility request will yield utility maps and not necessarily on-site paint marks from all utility providers. (See figure 1) SGM plans to utilize and incorporate the as-built data we have for the 6th street roundabout from the Grand Avenue Bridge project and the Hot Springs Pool as-built data within the ROW's for these areas.

Figure 1



Project Tasks & Fee Breakdown:

Estimated Survey Cost Summary by Task:

#	Task	Fee
1	Survey	\$94,621
2	Traffic Control \$5k/day (anticipate 2 days)	\$10,000
Total		\$104,621

Project deliverables will be a stamped Existing Conditions Map with detailed sheets for the survey scope areas shown in Figure 1 and a digital Civil3D drawing file and Land XML file of the surface. Please ask if you have any questions regarding this proposal, the scope of work or would like to discuss scheduling this survey work.

Thanks,



Shawn Binion
PLS/Project Manager
Shawnb@sgm-inc.com
970.384.9033



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Award Request for Proposal (RFP) 2025-13P Glenwood Springs Fire Department Community Risk Assessment and Standards of Cover Assessment
Action Requested:	Approval to award bid and proceed with project.
Department:	Fire Department
Presented By:	Joseph Deras
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	There are several national standards outlining fire department service delivery and should be considered the gold standard. However, for a variety of reasons, these standards are not necessarily a universal fit or solution for all fire departments. As a result, it is imperative GSFD conduct an analysis of its current service delivery model along with anticipated future challenges to define and create a standard for appropriate levels of service to meet the needs of the community we serve. This can be accomplished through a community risk analysis and standard of cover (CRA/SOC). The Commission on Fire Accreditation International (CFAI) defines "Standards of Response Coverage as being those adopted, written policies and procedures that determine the distribution, concentration and reliability of fixed and mobile response forces for fire, emergency medical services, hazardous materials and other forces of technical response". This is accomplished through analysis of likely hazards with risk classification, allocation of resources, current response and service delivery metrics, critical incident tasks, and effective response force recommended to perform those tasks. This standard of cover is intended to define baseline and benchmark emergency response performance standards to assure a GSFD response standard that is safe, effective, and efficient.
Issues:	Seven proposals ranged from \$48,000 to \$71,760.
Fiscal Impact:	The budget was for \$50,000. The award is for \$54,995. The extra funding will be pulled from the Fire Department budget.
Legal Review:	NA
Staff Recommendation:	Award CRA/SOC to Fitch & Associates. They were the choice based on a combination of cost effectiveness in meeting stated deliverables, glowing reference, unique perspectives, and our belief in their ability to provide an end-product specifically tailored to GSFD. We were also impressed with the Fitch assigned team's breadth of knowledge and experience with fire-based EMS systems, CPSE, and CFAI.

Development of a Community Risk Assessment and Standards of Cover Assessment.

RFP – 2025-13P

Glenwood Springs Fire Department



PO Box 170, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079



(816) 431-2600



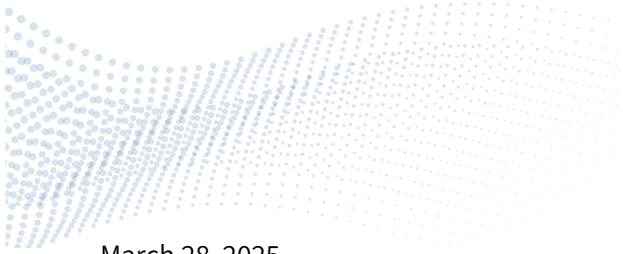
(816) 431-2653



www.fitchassoc.com

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COMMUNITY RISK ASSESSMENT AND
STANDARDS OF COVER ASSESSMENT
CITY OF GLENWOOD SPRINGS, CO

March 28, 2025

Ryan Muse
City Clerk
101 West 8th St.
Glenwood Springs, CO 81601

Dear Mr. Muse,

Thank you for considering Fitch & Associates (*FITCH*) to provide consulting services for the Glenwood Springs Fire Department. The primary deliverable is to complete a *Community Risk Analysis (CRA)* and a *Fire Department Standards of Cover (SOC) Assessment*. We anticipate a project completion of this project in four to six months after receiving requested data in a usable format.

Fitch & Associates, LLC is a Limited Liability Company initially established as a corporation in 1984. The Firm is located in Platte City, Missouri, a suburb of Kansas City. Our physical mailing address and office contact information are:

		PO Box 170, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079
		(816) 431-2600
		(816) 431-2653

Fitch & Associates Federal Employer Identification Number (EIN) is 43-1780744.

As proposed, I, (Dr. Steven Knight, EFO) will serve as the project manager for this project. Chief Knight retired from St. Petersburg Fire & Rescue, FL as the Assistant Chief and also served as the department's accreditation manager for two successful rounds of reaccreditation. St. Petersburg is a 5-time internationally accredited and ISO 1 agency. As a partner with the firm, I can bind the firm for any contracts or agreements. My contact information is provided with my signature on the following page.

FITCH is a thought leader in the public safety industry and routinely author's articles, research, industry surveys, and white papers. In addition, the firm's members regularly are requested to present at international and national conferences. Therefore, the firm seeks out opportunities to partner with agencies that are willing to ask the tough questions, seek transparency, public input, and are interested in planning for the future in a sustainable manner that is aligned with community expectations and unique community risks.

All of the consultants proposed for this project have either spent their careers in, or are still employed, as fire service leaders with a long history of performance management, organizational optimization, risk assessment, and strategic planning. Finally, the proposed consultants have extensive experience with the Center for Public Safety Excellence and the Commission on Fire Accreditation International (CPSE/CFAI).

FITCH has provided similar planning and analysis services for over 1,000 clients represented in every continent except Antarctica and in all 50 U.S. States throughout our 40-year history. Our team has wide ranging technical expertise and specific experience with the Commission on Fire Accreditation International's (CFAI) model and within Michigan. Our team members have served as peer assessors, team leaders, and accreditation managers.

On behalf of Fitch & Associates, we appreciate the opportunity to respond to your request for consulting services. Please feel free to contact me directly if you have any follow up correspondence during the selection process.

Sincerely,



Steven Knight, PhD
Partner
816-500-7481
sknight@fitchassoc.com

STATEMENT OF QUALIFICATIONS

Brief Firm History

Fitch & Associates, LLC is a Limited Liability Company initially established as a corporation in 1984. The Firm is located in Platte City, Missouri, a suburb of Kansas City. Our physical mailing address and my contact information are: *FITCH* has earned credibility for nearly forty years by implementing innovative, customized solutions in the public safety and healthcare arenas. The Firm has consulted with over 1,500 communities in 50 U.S. states, every Canadian Province, and 12 other countries.

Projects have included objective reviews, system assessments, communications system design, consolidations, mergers, strategic partnerships, enhancement studies, and detailed operational, financial, and transition management services.

FITCH's success is attributable to its experience, credibility, and the solid consulting methodologies it develops and applies to reflect individual situations. Our collaborative approach facilitates support for implementation and long-term system stability. Project research outcomes are data-driven and identified within a community-specific, comprehensive, objective, and accurate framework.

Experience with Community Risk Assessments, Standards of Cover, and Other Operational Assessments

In addition to the intuitive strengths derived from leadership in the emergency services field and over 40 years of consulting, *FITCH* also offers specific expertise gained from multiple projects that required similar expertise to the one proposed. *FITCH* has evaluated numerous communities' needs and provided leadership in a variety of projects that involved collaboration by many different agencies for the common good. We have an ability to keep focused on the final result while keeping the planning process moving.

In the section titled "References" we provide a brief description and contact information for references. In addition, the following cities and counties are current clients where we have either recently finished

or are still completing the consultancy, specifically for a Community Risk Assessment and Standards of Cover and/or the Strategic Planning within the last 5 to 10 years.

- Prince Georges County, MD
- City of Houston, TX (EMS Assessment)
- City of Santa Fe, NM
- Oklahoma City, OK
- City of Dallas, TX
- El Dorado County ESA JPA, CA (EMS Assessment)
- Kennewick, WA
- Richland, WA
- Pasco, WA
- Snohomish County Fire District #7, WA (3rd Project after Mergers)
- City of Vancouver, WA (4th project)
- Central Pierce Fire District, WA (EMS assessment)
- City of Gresham, OR
- City of Scranton, PA (EMS Feasibility Study)
- City of North Canton, OH (EMS Feasibility Study)
- City of Manteca, CA
- Suisun City, CA
- City of Sanger, CA
- City of Roseville, CA
- City of Encinitas, CA
- City of Rocklin, CA
- City of Burleson, TX (EMS Feasibility Study)
- Bedford County, VA
- York County, SC
- Lancaster County, SC
- Feasibility and Compliance Study)
- City of Tampa, FL
- City of North Port, FL (2nd project)
- City of Mount Dora, FL
- Volusia County, FL (2 projects)
- City of Ft. Myers, FL
- City of Ft. Myers Beach, FL
- St. George's Fire District, LA
- Mountain View Fire District, CO
- City of Deltona, FL
- San Carlos Park Fire District, FL
- Lehigh Acres Fire District, FL
- Bonita Springs Fire District, FL (2nd project)
- Estero Fire District, FL (2nd project)
- City of Watsonville, CA
- City of Riverside, CA
- Tuolumne County, CA
- City of Modesto, CA
- Santa Clara County, CA
- City of Richmond, VA
- St. Martin Parish, LA
- City of Rochester, NY (2nd Project – EMS)
- Polk County, FL
- City of Cape Coral, FL
- Richland County, SV
- City of Orlando, FL (EMS Assessment)
- Clallam County Fire District #3, WA
- Camano Island, WA

Qualifications of the FITCH Team

FITCH's specific strengths for this project are centered on objectively conducting research, managing multiple project priorities, and blending expert and local resources while building support for the outcome(s). Our key strengths include talented and experienced consultants who are leaders in their field, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

	Talent Team members are all subject matter experts and leaders in their fields and have been selected for their particular areas of expertise that match the requirements of this project.
	Time-Tested Methodologies <i>FITCH's</i> experience represents an unparalleled base for the tasks at hand; we have worked with local, state, and federal government agencies, municipal and volunteer fire departments, ambulance services, and hospitals.
	Teamwork <i>FITCH</i> has stayed true to its core values by accomplishing projects using a collaborative approach offering high level involvement for system participants without compromising the independent or objective nature of the project.
	Timeliness <i>FITCH</i> is known for consultant access, responsiveness, producing its work on or before the scheduled completion date and within budget. Timeliness also involves.
	Tangibles <i>FITCH</i> is known for developing innovative solutions to complex issues, and our recommendations and tangible work products have been implemented more frequently than any national public-safety consulting firm.

Members of the *FITCH* project team are highly qualified academically with some serving as faculty members at leading educational institutions. Most importantly, *FITCH* has real-world experience managing large urban and rural services across the nation and a track record of content-specific

consulting. Each of the firm's partners and the project director proposed for this project has extensive emergency services management experience. The commitment of top-level resources underscores the importance *FITCH* places on this project team.

We propose a team of experts in municipal leadership, fire protection, and emergency medical services to assess performance and explore options for your agency to operate within funding limitations while preparing for the agencies' future service delivery in an operationally effective, efficient, and sustainable manner that is aligned with the specific community risks and expectations for service.

FITCH is uniquely suited for this project. We have reviewed emergency service systems and developed staffing, deployment plans, and future oriented strategic initiatives for over 40 years. We have taught multiple approaches for fire and EMS deployment models for more than a decade as part of the Communications Center Manager's (CCM) program and the Ambulance Service Managers program (ASM) we conduct under the auspices of the International Academies of Emergency Dispatch (IAED) and the American Ambulance Association, respectively. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA).

■ BEST PRACTICES UTILIZED BY FITCH & ASSOCIATES

FITCH remains on the cutting edge of best practices in the fire and emergency medical services. Our consultants are intimately involved with many state and national associations and are frequent presenters at international conferences:

- Fire Rescue International by the International Association of Fire Chiefs (IAFC)
- Firehouse World
- Excellence Conference by the Center for Public Safety Excellence and the Commission on Fire Accreditation International (CPSE/CFAI)
- Volunteer Chiefs Association (VCOS)
- Canadian EMS Chiefs Conference
- Ontario Fire Chiefs Association
- International City/County Management Association (ICMA)
- Navigator - International Academies of Emergency Dispatch (IAED)
- EMS World
- EMS World – Europe

- EMS World – Latin America
- National Forum for Black Public Administrators (NFBPA)

Additionally, your proposed team has presented at the following state associations:

- California League of Cities
- Florida Fire Chiefs Association
- Louisiana Fire Chiefs Association
- Texas Fire Chiefs Education Conference
- Illinois Fire Chiefs Association
- Washington Fire Chiefs Association
- Nevada Fire Chiefs Association (Nevada Fire Show)
- Connecticut Fire Chiefs Association
- Georgia EMS Conference

Finally, *FITCH* hosts its own conference on Fire/EMS best practices titled Pinnacle Leadership. All of these efforts assist *FITCH* in maintaining our best practices approach to consulting and advising. For example, a proprietary process is utilized to develop a temporal and demand based geographic marginal utility model that is leading edge in designing fire and EMS systems in a manner that best articulates and describes both return on investment of resource allocation and the assumption of risk by the community.

■ SERVICE AVAILABILITY

FITCH does not allow our consultants to work more than three projects at a time. In addition, if the projects are large or complex, we may limit the consultants' commitments accordingly. As a client centric and high-engagement consulting firm, we ensure that the resources and personnel dedicated to the project have ample time and availability to accomplish all goals and tasks as designed.

Additionally, as a client centric firm, we routinely work outside of "traditional" working hours to accommodate differences in time zones, public engagement and publicly noticed meetings, as well as travel. In other words, we will accommodate the schedules that best meet our clients' needs.

We make every effort to respond to communications within the same day, but if unable to do so, we will return communications within 24 hours. All of these activities and control measures ensure that we complete projects on time and within budget.

■ PROJECT OBJECTIVITY AND NEUTRALITY

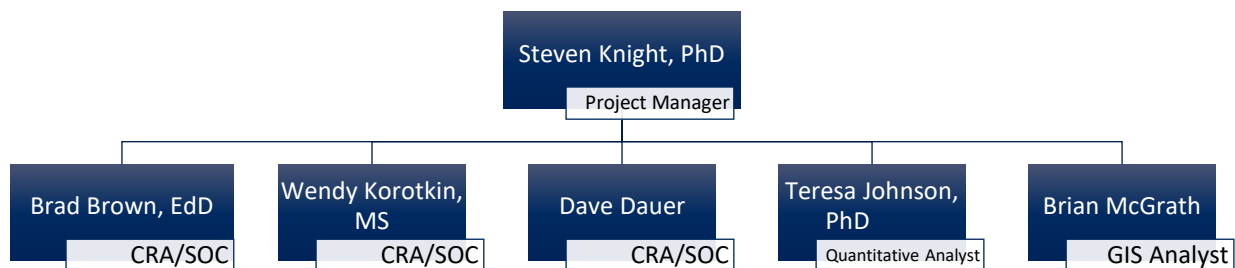
The *FITCH* team has broad-based expertise that naturally blends the competing demands for efficiency and system design in an objective and neutral manner. By design, the firm utilizes a data and research-based foundation, coupled with inner rater reliability procedures, that controls for the naturally occurring biases. Our firm has extensive experience in high-performance system design and efficiency in the use of human and physical resources. Finally, *FITCH* brings nearly 150 years of direct fire/EMS service system leadership and management experience to this project that serves to balance the “do more with less” movement with realistic and highly implementable solutions for long-term sustainability while maintaining high quality services.

■ AREAS OF CONCERN AND VARIABLE STAKEHOLDER INTERESTS

As a high-engagement and transparent consultancy, there are times that the various stakeholder groups may have competing interests. *FITCH* has extensive experience navigating the political and stakeholder environments to find implementable solutions. We spend considerable effort attempting to ensure and/or create commonality of purpose within these consultancies. Finally, as discussed previously, the advantage of utilizing an objective data-driven process serves to establish a common understanding and discussion around the “facts” first and education and transparent discussions may serve to limit the variability of interests.

There is not a specific area of concern, but rather a typical observation for project planning and timelines. As a data-driven process, the timeline doesn’t materially begin until the *FITCH* team receives usable data that was requested at contract execution. In other words, any delays that may arise are typically due to the delay in receiving the necessary raw data to begin.

PROJECT TEAM MEMBERS



The following biographical profiles highlight the expert qualifications this team brings to the project.

Chief Steven Knight (Ret.), PhD, Partner – Project Lead. Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He is a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a graduate of and previous faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute and is an affiliate faculty with the University of Central Florida's College of Medicine.

Wendy Korotkin, MS, CO – Senior Consultant. Wendy Korotkin has worked in the fire and EMS industry for 26 years. Wendy currently manages the data and analytics program for the City of Boulder Fire and Rescue Department, CO, where she serves as the Fire Department’s resource in cross-departmental and community partnership efforts related to data, analysis, problem-solving, innovation, and process improvement.

Wendy earned a Bachelor of Arts in Psychology from the University of Vermont, an Associate in Fire Science from West Georgia Technical College summa cum laude, and a Master of Science in Homeland security from the University of Wilmington. She is a credentialed Fire Officer with the Center for Public Safety Excellence and is currently on track to complete the Executive Fire Officer Program (EFO) at the National Fire Academy.

Chief Brad Brown, EdD, EFO, CFO – Senior Consultant. Dr. Brown started his fire service career in 1996 and currently serves as the Fire Chief of Administration for the Grand Rapids, MI fire department. He led his department to ISO Class 1 and Internationally Accredited status, also serving as a peer assessor for the Center for Public Safety Excellence while being awarded the CFAI Ray Picard Award for his continued leadership and contributions to the fire service. During his doctoral coursework, he was awarded the 2018 Richard A. Freund International Scholarship from the American Society for Quality. Brad served as a voting alternate member on the 2020 edition of NFPA 1710. He has presented numerous times over the past several years for the Michigan Lean Consortium, the American Society for Quality, the Association for Manufacturing Excellence, and the Center for Public Safety Excellence.

Brad earned an AAS in Fire Protection Technology from Guilford Technical Community College, and AAS in Fire Prevention and Investigation from Delta College, a Bachelor of Business Administration with a major in Fire Service Management from Northwood University, an MS in Executive Fire Service Leadership from Grand Canyon University, and his Doctor of Education in Organizational Leadership and Development from Cornerstone University. He completed the Executive Fire Officer (EFO) program at the National Fire Academy and holds the Chief Fire Officer (CFO) designation from the Center for Public Safety Excellence in addition to a lean champion certification through Grand Rapids Community College.

Dave Dauer – Consultant – Fire and EMS. Dave Dauer serves as a team leader, assessor, and annual compliance reviewer for the Center for Public Safety Excellence (CPSE) and Commission and Fire Accreditation International (CFAI). In that role, he has led numerous assessments of major cities, smaller communities, and Department of Defense bases. All assessments include comprehensive standards of cover and strategic plan reviews. Also, as an annual compliance reviewer for CPSE for documents

submitted by accredited agencies, he provides extensive review and advice on continuous quality improvements to 60 agencies per year.

He brings over 42 years of fire/EMS experience. He retired as the Chief Financial Officer for the Toledo Fire and Rescue Department but was immediately hired back in charge of performance management, ISO and accreditation compliance. He formed and facilitates the Michigan-Ohio-Indiana-Kentucky CPSE Consortium. The purpose of the consortium is to provide education based upon standards and best practices that is expected of a modern credible organization and expand the knowledge and skills of fire and emergency services personnel. He has instructed numerous times on risk assessments, standards of cover, strategic planning process, and leadership & development.

Teresa R. Johnson, PhD - Senior Consultant-Data Analyst. Dr. Johnson served as the Director of the Office of Assessment and Evaluation at the Johns Hopkins University School of Medicine (JHUSOM). In this role, she is responsible for designing and launching initiatives related to the assessment of students and the evaluation of programs in undergraduate, graduate, and continuing medical education, graduate biomedical education, and post-doctoral training. She establishes strong partnerships with faculty members and program administrators to ensure that assessment and program evaluation activities align with learner needs, program goals, accreditation standards, and evidence-based best practices.

Prior to joining Johns Hopkins, Dr. Johnson served in a similar role at the University of Central Florida's College of Medicine.

Dr. Johnson completed her M.S. and Ph.D. degrees in Educational and Sport Psychology at Florida State University (FSU) in Tallahassee, FL. During her graduate studies, she worked as a Sport Psychology Consultant for the FSU NCAA Division I women's softball and men's golf teams and taught undergraduate sections of Sport Psychology and Classroom Applications of Educational Psychology.

Brian McGrath – Senior Consultant – GIS and Mapping Analyst. Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation lifecycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses

excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

■ UTILIZATION OF SUB-CONSULTANTS

FITCH does not utilize any sub-consultants. All of our consultants work exclusively for the firm.

RELEVANT KNOWLEDGE

■ FIRE DEPARTMENT DEPLOYMENT PRINCIPLES AND PRACTICES

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, teach academically at the college/university level, and provide consulting services for efficiency, effectiveness, and long-term sustainability.

■ FIRE DEPARTMENT STAFFING PRACTICES

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, ranging from volunteer, combination, and all career departments.

■ FIRE DEPARTMENT FIREFIGHTER AND CIVILIAN LABOR RELATIONS

All of the primary consultants that would be utilized on this project have served in chief officer positions with direct responsibility for maintaining effective relationships between management and labor, participate in collective bargaining and negotiations, and oversee all matters of discipline and daily operations within the boundaries of the collective bargaining agreements. This is held true for both sworn and civilian personnel.

■ FIRE DEPARTMENT PERFORMANCE MEASUREMENT

Fitch & Associates is a thought leader in fire department performance measurement. Specifically, two members of the staff have served as peer team leaders and peer assessors for over 10 years with the Commission on Fire Accreditation International and have co-authored the latest versions of the Self-Assessment Manual (9th) and the Standards of Coverage document. (6th edition).

Members of our staff have taught at international conferences on performance measurement as well as recently won an award for Innovation from the Center for Public Safety Excellence (CPSE) for the department's commitment to outcome measures.

Finally, Fitch & Associates has proprietary analyses that can assist in discerning the return on investment of every resource and station location to the desired service levels.

■ FIRE PREVENTION, URBAN-WILDLAND INTERFACE, AND COMMUNITY RISK REDUCTION

Again, each of our members has had direct relationships to overseeing or participating in fire prevention and community risk reduction efforts. Our California members have direct experience with wildland urban interface, the prevention and abatement of wildland urban interface issues, and deployment and operations to large incidents.

■ FIRE DEPARTMENT DISPATCH AND COMMUNICATIONS

Fitch & Associates assesses communication centers in an effort to maximize efficiency and effectiveness and to meet or exceed performance thresholds. All variables of staffing, technology, and process issues are evaluated.

In addition, Fitch & Associates provides management services for 911 communication centers.

■ ADVANCED LIFE SUPPORT AMBULANCE DEPLOYMENT AND DELIVERY MODELS

Dr. Steven Knight has extensive experience and expertise in system design and operations for Advanced Life Support ambulance deployment and delivery models. Dr. Knight has led projects that have evaluated various configurations for fire-based and private ambulance service systems complete with performance, workload, billing performance, and overall fiscal valuations.

■ FIRE SERVICES MANAGEMENT PRACTICES

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, teach academically at the college/university level, and provide consulting services for efficiency, effectiveness, and long-term sustainability.

■ FIRE DEPARTMENT FLEET MANAGEMENT

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, teach academically at the college/university level, and provide consulting services for efficiency, effectiveness, and long-term sustainability.

■ FIRE SERVICES TECHNOLOGY

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, teach academically at the college/university level, and provide consulting services for efficiency, effectiveness, and long-term sustainability.

■ SAFETY AND TRAINING

All of the primary consultants that would be utilized on this project have spent their careers in municipal fire protection, teach academically at the college/university level, and provide consulting services for efficiency, effectiveness, and long-term sustainability.

Specifically, one of the team members spent years in the Safety and Training Division of a large metro-sized agency as both an officer and then Division Chief.

■ LAND USE PLANNING

Our team has a healthy blend of both fire department operational and management expertise as well as city and county management. Fitch & Associates utilizes structured interviews as well as direct materials such as the comprehensive land use plans, annexation plans, and other known or anticipated development to project future demands for service.

■ STRATEGIC, MASTER AND BUSINESS PLANNING

At least two members of our team were accreditation managers for their respective departments as well as chief officers that were responsible for the development and/or management of strategic, business, and master planning efforts.

Additionally, Fitch & Associates has provided planning services for emergency service agencies for over 3 decades.

SCOPE OF PROFESSIONAL SERVICES

It is our understanding of the project, that the consultant would partner with the city and fire department to develop a *Community Risk Assessment and Standards of Cover Assessment*.

Component A: Community Overview

Within a risk-based schema, the first step in an analysis is to understand the individual or specific aspects to the Department and their respective jurisdictions. Therefore, a description of the community served by Department will be completed. Elements included in the community description may include:

- Legal Basis
- Governance and Lines of Authority
- Brief History of the Agency
- Organizational Design
- Financial Basis, including Operating Budget, Funding, Fees, and Taxation
- Economy
- Land use
- Geography and Topography
- Climate
- Transportation networks
- Population
- Demographic Features
- Disaster Potential
- Fire station locations (current and planned)
- Current and planned emergency response zones

Socioeconomic and demographic information will be provided at the municipal level and then later partitioned for each planning zone within each of the municipal response areas as part of the risk assessment. Socioeconomic and demographic variables may include the following typical examples: population density, household density, population changes, age, race/ethnicity, languages spoken,

education level, household income, home values, unemployment, homeownership versus rentals, vacancy rates, and age of building stock.

Component B: Analysis and Summary of Services Provided

The next step is to review the services that are provided within the existing deployment model and the associated baseline performance for the Department and mutual/automatic aid agencies. All of the currently provided service delivery programs will be evaluated in an effort to establish the current deployment strategy and to identify the current baseline performance.

Analyses at the station level will determine the appropriateness of station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number of risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS and quantitative analyses presented in tabular form.

In addition to the broad-based description of analyses of resources and service demands, it is understood that specific analyses are desired for the historical incident demographics, that may include temporal traffic assessments. Specific assessments will also include the operational staffing levels and the distribution of resources; administration and support staffing; and a correlation between increased demand for services and the respective staffing levels.

In addition, the current deployment strategy will be identified and described with regards to the number of stations (current and proposed), response territories or demand zones, and apparatus quantity and type. Similarly, the current staffing strategies will be identified and described including the organizational structures, administrative and support staffs, emergency response staffing, and a brief summary of the Department's response history.

Component C: Examine the Effectiveness of Inter-Jurisdictional Response

Analyses at the station level will determine the appropriateness of the station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number of risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS and quantitative analyses presented in tabular form. Examples of similar analyses are presented for your review and convenience.

Marginal Utility of Optimized Resource Allocation

We utilize a proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the community's willingness to assume risk, and the costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes.

Therefore, in each community at any given response time objective (Minutes), an optimal number of fixed facility fire and EMS station locations are identified. Many communities have sited their fire station locations for a wide variety of reasons with the least of them being a specific performance objective. The concept that "faster is always better" passes the commonsense test, but in most communities, there is a marginal benefit or marginal return on fixed cost investments that may not be providing the desired return on investment. These analyses and continued dialogue with the community provide for a transparent and accountable method to best meet community expectations for service.

In the following example, this community has two fire stations and was meeting their desired performance (minutes). However, the first fire station captures 97.46% of all of the calls in the community from the current location within the desired performance level. In this case it was eight (8) minutes travel time. The second station only added 0.3% improvement in coverage. A quantitative analysis, such as typically presented in an annual report, would report the aggregate performance at 8 minutes 90% of the time, but fall short of illustrating the diminishing return on investment of the second fire station's contribution at a constant fixed cost for each fire station.

Station Rank in Contribution to System	Existing Station Number	Station Capture	Total Capture (Cumulative)	Percent Capture (Cumulative)	Contribution to the System
1	Station 2	4,562	4,562	97.46%	97.46%
2	Station 1	14	4,576	97.76%	0.3%

This approach will be utilized to assist in the evaluation of automatic/mutual aid capabilities from surrounding agencies as desired. In other words, this evaluation will assist in uncovering potential efficiencies and/or gaps in coverage between the cooperative agencies.

Our approach to optimizing the fire station locations and utilization is determined by the desired service level and capabilities from each of the facilities. Since an optimal number of facilities exist, some communities may be able to consolidate stations or redistribute resources to areas of need, some may currently have the optimal number of facilities, and some may need additional facilities to meet the desired service levels. However, this analysis is the only method to identify the diminishing return or marginal utility of resource allocation as quantitative analyses alone will not identify “overlapping” predetermined response areas.

Component D: Analysis and Summary of Community Risk

FITCH utilizes two perspectives to evaluate community risks. One is the retrospective or historical community demand. As a continuation of the distribution and location of calls sorted by call type (severity) from the previous section, we will complete the review of historical demand and sort by station response area by each call type/severity.

In addition, we can utilize a prospective view to evaluate community risks. Utilizing available data from Glenwood Springs or internal RMS data, we will create a risk matrix that will categorize risks as low, moderate, high, or maximum/special risks. This information will be utilized at the occupancy level for the commercial properties within the jurisdiction. ***The Department will participate in the development of the risk matrices utilized; the following are only examples.*** An example of an occupancy level risk matrix is provided below.

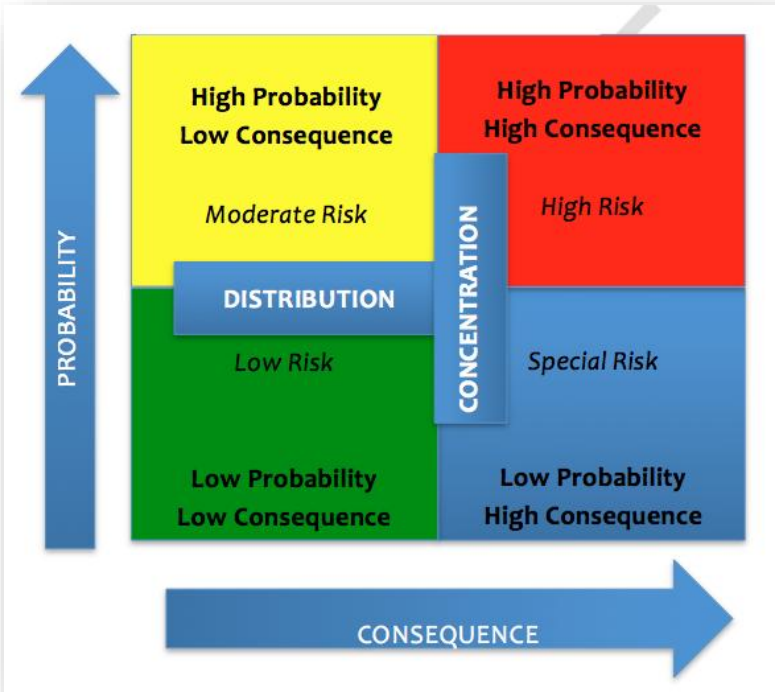
COMMUNITY RISK ASSESSMENT AND
STANDARDS OF COVER ASSESSMENT
CITY OF GLENWOOD SPRINGS, CO

Risk Class	Fire Flow		Number of Stories		Square Footage		Basement Present (Yes/No)	Full Credit Sprinkler System (Yes/No)	Construction Class		Building Combustion Class		Total Risk Score
	Value	Scale	Value	Scale	Value	Scale			Value	Scale	Value	Scale	
High	3	≥ 1500 gpm	5	≥ 4	5	≥ 100k GPM	5/0	-10/0	5	Combustible or Frame	5	Quick Free and Rapid Burning	≥ 18
Moderate	2	> 499 and < 1500 gpm	3	> 1 and < 4	3	> 10k gpm < 100k GPM	5/0	-10/0	3	Joisted Masonry	3	Combustible	> 8 and < 18
Low	1	≤ 499 gpm	1	1	1	< 10k GPM	5/0	-10/0	1	Non-Combustible, Masonry Non-Combustible, Fire Resistive	1	Slow Non/Limited Combustible	≤ 8

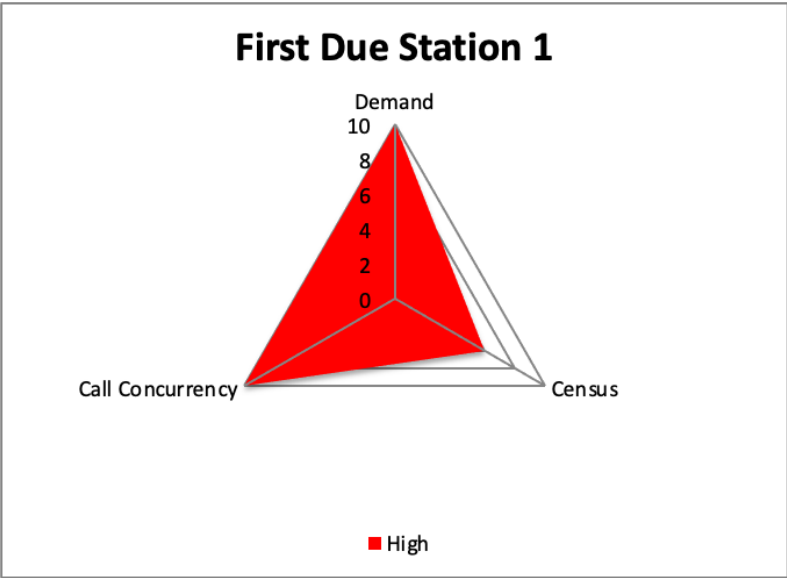
The combination of the prospective risk as defined (in this example) will generate risks that are mapped by station demand zone and quantitatively analyzed within the context of a station level risk matrix. An example of a station level risk matrix that incorporates both the historical demand (risk) and the prospective (potential) risk is utilized to determine the appropriate balance between the distribution and concentration of needed resources and is provided below.

Risk Level	Community Demand (D)		Call Concurrency (C)		Homogenized Risk (R)		Total Risk Score $\sqrt{\frac{[(CD)^2 + (CR)^2 + (DR)^2]}{2}}$
	Value	Scale (Average Calls per Period)	Value	Scale (%)	Value	Scale (Average Score)	
Maximum	10	> 4,049	10	> 26.99	10	10	≥ 99.5
High	7 to 9	> 2,699 to 4,049	7 to 9	> 17.99 to 26.99	7 to 9	7 to < 10	44.5 to < 99.5
Moderate	4 to 6	> 1,349 to 2,699	4 to 6	> 8.99 to 17.99	4 to 6	4 to < 7	12 to < 44.5
Low	1 to 3	≤ 1,349	1 to 3	≤ 8.99	1 to 3	< 4	< 12

While occupancy level data is primarily used for fire protection, ultimately, all of the types of risk (fire, EMS, Hazmat, Rescue) will be categorized utilizing a probability/consequence matrix to best determine the appropriate number of resources and staffing to respond to or mitigate risks. This is utilized to ensure that there is appropriate balance between preparedness or readiness, for the delivery system and the actual historical demand. An example of the two-dimensional probability/consequence matrix is provided below.



However, a more robust three-dimensional model will also be utilized to also account for the Department’s capabilities as the best balance is posited in a balance between potential risk, historical risk probability, and department capabilities. An example of a station level risk profile is provided.



An example of the per station, or demand zone, risk matrix is provided below.

First Due Station	Component Risk Scores for Census Variables									2017-2021 Call Data					Final Scoring	
	Population Density	Square Miles	Median Age of Residents	Median Household Income	Unemployment Rate	Percentage of Homes > 50 Years Old	Number of Moderate-, High-, and Maximum-Risk Structures	Census Average Value	Census Average Value Risk Score	Total Number of Calls	Average Number of Calls per Period	Demand Risk Score	Call Concurrency Rate	Call Concurrency Rate Risk Score	Final Risk Score	Final Risk Level
ST01	5	2	6	6	4	10	10	6.14	6	40,351	8,070.2	10	45.1	10	92.74	High
EFD	2	4	7	5	6	4	1	4.14	4	20,529	4,105.8	10	32.0	10	81.24	High
ST02	2	2	6	6	7	1	10	4.86	4	20,014	4,002.8	9	28.7	10	74.15	High
PGFD	3	2	7	3	7	4	1	3.86	3	15,319	3,063.8	7	23.0	8	45.57	High
ST12	4	1	6	5	4	1	1	3.14	3	14,070	2,814.0	7	22.1	8	45.57	High
ST08	4	1	6	4	3	2	2	3.14	3	10,960	2,192.0	5	16.1	6	26.92	Moderate
ST07	1	2	6	3	3	4	4	3.29	3	8,252	1,650.4	4	13.3	5	19.61	Moderate
ST05	1	8	6	4	4	2	2	3.86	3	6,408	1,281.6	3	12.4	5	16.29	Moderate
ST04	1	10	7	3	3	1	2	3.86	3	5,244	1,048.8	3	10.7	4	13.58	Moderate
ST06	1	5	6	5	8	5	2	4.57	4	3,843	768.6	2	6.2	3	11.05	Low
ST09	1	10	5	2	8	5	1	4.57	4	1,640	328.0	1	6.7	3	9.19	Low
ST03	2	1	7	3	4	1	1	2.71	3	3,671	734.2	2	8.1	3	8.75	Low
ST11	1	2	6	3	7	3	3	3.57	3	3,976	795.2	2	7.0	3	8.75	Low
ST16	1	4	6	5	7	10	1	4.86	4	1,629	325.8	1	3.6	2	6.48	Low
ST15	1	1	6	2	3	1	1	2.14	2	2,238	447.6	1	4.7	2	3.46	Low
ST10	1	1	7	4	1	5	1	2.86	3	305	61.0	1	1.6	1	3.08	Low

Examples of socioeconomic and demographic risks include population density, square miles, median age, median household income, unemployment, occupancies over 55 years old, number of occupancies stratified by risks. Additional elements identified in the RFP will be included that include land use, transient population, special risks such as hazardous substances and processes and other non-structural risk categorization.

Finally, an evaluation of land use plans, annexation plans, and anticipated changes in community demographics, socioeconomic status, or population will be considered in determining the most appropriate allocation of resources to best meet the unique community profile.

Component E: Review of Historical Fire Service System Performance

The analysis for this part of the scope of work is a continuation of previous quantitative work for the station locations and response areas as well as the GIS analysis of the location of historical incidents. Therefore, in addition to the previously presented tabular data, all incidents will be geocoded in GIS to generate heat maps. Each major call type will receive a specific analysis (fire, EMS, hazmat, technical rescue, etc.).

In summary, the following elements will be evaluated while completing the review of 5-years of historical system performance for the Department and all mutual/automatic aid responses given or received:

- Number of calls
 - Unit Utilization
- Call frequency
 - Time of day
 - Day of week
 - Month of year
- Call type and Location **(Historical Study)**
 - Fire
 - Ems
 - Hazmat
 - Tech Rescue
- Elements of Time
 - Dispatch time
 - Turnout time
 - Travel time
 - Total response time
- Performance
 - Unit performance
 - Station performance
 - System performance
 - Reliability / Concurrent Calls **(Reliability and Capacity Study)**
 - Workload
 - Call duration
- Deployment Modeling
 - Effective Response Force (ERF) performance and capabilities
 - Distribution of Resources **(Distribution Study)**
 - Concentration of Resources **(Concentration Study)**
 - Automatic and Mutual Aid Capabilities **(Capacity Study)**
 - Historical and Live Traffic Performance Summary **(Live Traffic Performance)**
- Effectiveness / Outcome Measures
 - Call Type
 - Program Area

■ DISTRIBUTION ANALYSIS - RESOURCES AND SERVICE DEMAND

Analyses at the station level will determine the appropriateness of the fire and EMS station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number of risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS and quantitative analyses presented in tabular form.

In addition to the broad-based description of analyses of resources and service demands, it is understood that specific analyses are desired for the historical incident demographics, that may include temporal traffic assessments. Specific assessments will also include the operational staffing levels and the distribution of resources; administration and support staffing; and a correlation between increased demand for services and the respective staffing levels.

■ WORKLOAD AND UNIT HOUR UTILIZATION (UHU)

The overall assessment utilizes a system of measures to understand how to best manage changes in a dynamic environment. For example, the system of measures may include response times, desired outcomes, reliability, simultaneity, and workload. However, the Unit Hour Utilization (UHU) accounts for the “people” part of the delivery model to ensure that the employees’ workload is well managed to reduce clinical errors, driving errors, and the impacts of fatigue and sleep deprivation.

Therefore, the UHU will be calculated as the totality of all time on task by unit type and deployment schedule. Recommendations will be supported by quantitative analyses.

■ CONCENTRATION STUDY AND EFFECTIVE RESPONSE FORCE (ERF)

As part of the risk assessment process, incident types will be classified and categorized by program area and risk level. An exercise with the client representatives will be completed to validate and/or establish new resource allocation strategies based on the critical tasking that is developed. In other words, the

critical tasking exercise will define what critical tasks need to be accomplished to mitigate said risk category and classification, i.e., fire suppression – high risk.

As a facilitated event, a collaborative approach will be utilized to challenge and/or validate current resource allocation decisions to various call types and levels of risk. Risk may increase or decrease the associated resource allocation based on the critical tasks required to mitigate the event.

Finally, once the desired critical tasking establishes the needed effective response force (ERF), then the historical performance will be measured utilizing quantitative data as well as Geographic Information Systems (GIS) to describe what fractal performance can be achieved through each of the communities and as a region. A similar assessment will be provided for any proposed changes to the staffing or deployment to quantify the relative impact and return on investment.

It is understood that this part of the assessment may include multiple variables such as a more robust distribution of stations or resources, greater concentration of resources, greater concentration of per unit staffing, and alternative apparatus types.

While the previous description is a high-level review of the general risk assessment process and generally would cover any of the requested review items in the RFP, the following section provides specific detail for selected elements.

Finally, current and/or desired service levels will be compared with recommendations from the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI), and the Insurance Services Office (ISO).

The process will provide the clients with sufficient data to establish desired service levels. All subsequent solutions and alternatives will be in relation to the gap between current and desired performance, if applicable.

Component F: Performance Objectives and Measures

The adoption of performance objectives was previously discussed. However, the process will develop and seek policy adoption of performance and outcome measures. These will be informed by unique community risks, comparable agencies, and national best practices.

The policy group and administration will have considerable flexibility to find the right balance between the amount of protection that the agency can afford and the amount of risk the county is willing to absorb.

Component G: Overview of Compliance Methodology

FITCH will work with the Department's management teams to develop methodologies that will allow the Department to continually measure future performance. This may include enhanced technologies, the assignment of oversight, schedules, planning, review requirements, and adopted metrics. This will be a seamless construct from the previous work in this project and adopted service levels.

Part of the discussion will be to evaluate if each department will elect distinctive performance objectives by community, or if there is a mutual benefit to a commensurate set of performance objectives and methodology that can be employed from the regional lens.

It is understood that at this stage, a compliance methodology will include adherences to all state and local reporting requirements that is consistent across the three agencies. At a minimum, the system of measures for compliance will include the following:

- Records management systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements
- Department adopted metrics

Component H: Evaluation, Conclusions, and Recommendations

This objective data-driven and risk-based process will naturally provide for an overall evaluation of the participating agencies' staffing, deployment, risk to resource allocation, station locations, and performance. As a highly transparent process, implementable solutions and recommendations, or validation of current practices, will be provided when and where appropriate.

■ DEVELOP AND ANALYZE VARIOUS OPTIMIZED OPERATIONAL MODELS

Alternatives and recommendations will be provided for all opportunities for improved services and/or maximized efficiencies within the adopted envelope for desired performance. All previous work will seamlessly inform this deliverable. All alternatives will be transparently discussed, and we will provide the client an opportunity to prioritize alternatives.

■ PROVIDE RECOMMENDATIONS IDENTIFYING LONG-RANGE STRATEGIES

Recommendations will be stratified as short, mid, and long-term strategies. Where appropriate, substantive alternatives or recommendations will be accompanied by the pros/cons of implementation, expected benefits, costs, potential sources of revenue, and high-level implementation strategies.

■ IDENTIFY TRIGGER-POINTS SIGNALING THE NEED FOR ENHANCEMENTS

Consistent with previous responses, all substantive alternatives and recommendations will be stratified by short, mid, and long-range goals. Alternatives and recommendations are anchored in a highly transparent set of foundational data points so that all recommendations can be easily validated and justified.

Development of a Draft Report

As designed, the project will have incremental milestones where the Department will have an opportunity to validate and provide feedback on results. For example, after the draft data report, and the geospatial and temporal analyses the clients will be informally presented the material. Therefore, approximately 90% of the final draft report will have been reviewed and validated by the staff prior to completion.

The project is designed to be facilitative and highly collaborative between the *FITCH* team and the Department's staff. The draft report will be provided for further validation, feedback, and discussion prior to finalizing the draft report.

The final draft report will include the following elements, with detailed information and supporting materials as well as clearly designated recommendations that are highlighted for easy reference:

- Standards of Cover – Executive Summary Style Report

- Appendices and Supporting Information
 - Quantitative Data Report – Technical Supporting Document
 - GIS Analyses Report – Technical Supporting Document
 - Community Risk Assessment – Technical Supporting Document

Final Standards of Cover Assessment Document

Once the feedback from the draft review has been incorporated into the revised final report, a formal presentation of the report will be provided to the City Administration, Fire Department, elected officials, and/or the general public as desired. As a highly transparent process, there will be ample time to ask questions and all materials, presentations, and supporting documents will be provided.

PROJECT SCHEDULE

The proposed timelines are predicated, or begin, once we receive usable supporting data as requested at project kickoff. In addition, virtual meetings will be utilized bi-weekly for project updates.

Scope of Work Elements	Month 1 2025	Month 2 2025	Month 3 2025	Month 4 2025	Month 5 2025	Month 6 2025
Community Risk Assessment and Standards of Cover						
Kick-Off Meeting, Refine Work Plan and Scope, and Meet with Stakeholders						
Component A:						
Component B:						
Component C:						
Component D:						
Component E:						
Component F:						
Component G:						
Component H:						
Develop and produce a draft written report						
Delivery of final written report						
Project Deliverables						
Comprehensive Quantitative Data and GIS Report						
Risk Assessment Report – Agency Level and Station Demand Zone						
Draft Standards of Cover Document						
Final Presentation						
Proposed Onsite Visits	#1				#2	

PROPOSED PROJECT COST

As proposed, this project will be a fixed cost, not to exceed, price of \$54,995 including travel and expenses as outlined below. This proposal encompasses the development and completion of a *Community Risk Assessment* and *Standards of Cover* and includes two on-site visits that will include structured interviews, direct observations, and onsite final presentations. This fixed-cost pricing is inclusive of this proposal response. We anticipate a project completion of 4 to 6 months.

The following describes the professional services fee for each area of the assessment.

Project Activity	Professional fee
Professional Services – Community Risk Assessment and Standards of Cover	\$54,995
Travel and Expenses (Project Kick-off and Final Presentation)	Included
Total Cost – Not to Exceed Value, Unless additional travel is requested	\$54,995

As a fixed cost price agreement, *FITCH* holds the liability of completing all elements of the RFP and this proposal and insulates the client from additional costs for within scope items.

There are no ongoing or recurring costs, software costs, or software maintenance costs.

At the Client's sole discretion, additional services, or implementation services can be accomplished at either \$300/hour for individual hourly requests or mutually agree to amend the contract for another fixed cost amount.

Similarly, at the Client's sole discretion, additional onsite work can be accommodated and billed at \$5,000 per consultant, per trip not to exceed 3 days.

Additionally, *FITCH* has or requests no exceptions for this project.

REFERENCES

In addition to the intuitive strengths derived from leadership in the emergency services field and more than three decades of consulting, *FITCH* also offers specific expertise gained from multiple projects that required similar expertise to the one proposed. *FITCH* has evaluated numerous communities' needs and provided leadership in a variety of projects that involved collaboration by many different agencies for the common good. We have an ability to keep focused on the final result while keeping the planning process moving.

■ SNOHOMISH FIRE DISTRICT #7, WASHINGTON

FITCH was originally contracted only to complete a Standards of Cover process for the Fire District. *FITCH* was retained to facilitate the establishment and adoption of risk-based deployment strategies. Prior to completing the project, the client requested additional assistance with an organizational efficiency study. The completed study provided 13 strategic recommendations to the agency that would provide more efficiency within the administrative and operational divisions. Within two years 12 of the 13 recommendations were implemented with positive results.

Additionally, the District once again retained Fitch & Associates to update and consolidate their Standards of Cover document to include a newly merged fire district.

The contact for the Fire District is Deputy Chief of Operations Chief Ryan Lundquist, project manager/accreditation manager. He can be reached at Ryan.Lundquist@srfr.org or 360-926-4008.

The project demonstrates the firm's experience with Standard of Response Coverage Development.

■ CITY OF VANCOUVER FIRE DEPARTMENT, VANCOUVER, WA

FITCH was retained to complete a review of the City's EMS program and its relationship with the County and EMS District 2. The City made the decision to withdraw and not participate in the upcoming ambulance transport procurement prior to the consultation. In determining the optimal structure for the system, *FITCH* developed a strategy approved by both agencies to reverse roles and have the City lead the procurement process enabling the enhancements the City sought but preserving the economic advantages of procuring a single transport provider and maintaining service availability throughout the

City and County. The firm subsequently analyzed coverage requirements, prepared detailed specifications, and conducted a national procurement process. This project was concluded in 2014.

Subsequently, *FITCH* was contracted to complete a Standards of Cover that focuses efforts on outcomes and deemphasizing response time, this was completed in August 2019. Additionally, the City has asked *FITCH* to complete a compliance evaluation for the ambulance service contract they manage. This project concluded in June 2020.

The contact for these projects is Tara Erickson at tara.erickson9@gmail.com or 360-903-5037.

The project demonstrates the firm's experience with Community Risk Assessment and Standards of Response Coverage Development as well as EMS assessments.

■ CITY OF ORLANDO, FL

The City of Orlando contracted with the firm to complete a strategic business planning process. *FITCH* was retained to facilitate the establishment and adoption of risk-based deployment and staffing alternatives to include fire department-based patient transportation services for all incidents within the municipal area. The review identified and quantified risks and provided the operational and fiscal impacts to alternatives to the current service delivery model that best aligns risk, demand, and resource allocations.

FITCH was again retained for guidance and implementation of services during the transition period. This part of the project went live in early February 2019 and concluded in April 2019.

The contact for this project is Deputy Fire Chief Kevin Preston. He can be reached at 321-229-2088 or kevin.preston@cityoforlando.net.

The project demonstrates the firm's experience with fire based dynamic deployment, alternative scheduling, workweek and costs projections, as well as strategic planning development and rapid implementation. Primarily an EMS planning assessment.

■ POLK COUNTY, FL

Polk County contracted with the firm to assist the agency with an evaluation of fire rescue operations, station locations, and deployment strategies through the development of a Standards of Cover document for the department. *FITCH* completed comprehensive data and GIS analyses that the

COMMUNITY RISK ASSESSMENT AND
STANDARDS OF COVER ASSESSMENT
CITY OF GLENWOOD SPRINGS, CO

Department. *FITCH* assisted with recommendations for optimized station locations as well as reviewed multiple sites identified by the County. Ultimately, the County has moved forward with planning for approximately 15 additional fire stations and nearly 30 additional ambulances. The project was completed in the fall of 2018.

Subsequently, the County has hired *FITCH* again to complete an Alternative Staffing and Scheduling Study. This project will commence in May of 2019.

The contact for this project is Fire Chief Anthony Stravino. He can be reached at 954-757-8976 or tony_stravino@icloud.com.

The project demonstrates the firm's experience with Standard of Response Coverage Development, comprehensive quantitative data analyses, station location studies, and GIS analyses that balance local policy with NFPA, CFAI, and ISO guiding documents within the local fiscal and political environment. This study also contemplated optimized staffing strategies within the current staffing matrix.

COMMUNITY RISK ASSESSMENT AND
STANDARDS OF COVER ASSESSMENT
CITY OF GLENWOOD SPRINGS, CO

FITCH

& ASSOCIATES



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Award Request for Qualifications (RFQ) 2025-22Q Rapid Flashing Beacons
Action Requested:	Approval of RFQ 2025-22Q to Altitude Signal, LLC as the lowest qualified bid for the purchase of 12 Rapid Rectangular Flashing Beacons.
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The Engineering Department put out a Request for Qualifications (RFQ) for 12 sets of Rapid Rectangular Flashing Beacons (RRFB) to be purchased and installed throughout the city at intersections that require a safer pedestrian crossing. Several locations were already designed into current projects, such as the 6th Street Improvements and Wave Park crossing. Other locations have been determined as necessary by the Engineering Department staff and by recommendations from the Transportation Commission.
Issues:	No Issues
Fiscal Impact:	We were able to save thousands of dollars by sourcing the RRFB's ourselves instead through a contractor. The Street and Infrastructure Tax budget was updated to accommodate the expense in a 2025 approved budget amendment. This will be brought forward in a budget appropriation update in the near future.
Legal Review:	None
Staff Recommendation:	Staff recommends award the Request for Qualifications (RFQ) 2025-22Q Rapid Flashing Beacons to Altitude Signal, LLC with a bid of \$84,549, as they offered the best value to the City, providing all 12 crossings with all components at the lowest price.



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Cover Letter

April 29th, 2025

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

Offering Supplier: Altitude Signal, LLC
489 N Denver Ave Loveland, CO 80537
FEIN: 83-1927222
Phone: 888.342.9748 | No Fax
Contracting Contact: Alec Meyerhoff
Cell: 775.771.0105
ameyerhoff@altitudesignal.com

RE: Glenwood Springs RFQ 2025-22Q: Rapid Flashing Beacons

Dear Members of the Selection Committee:

Altitude Signal, LLC (Altitude Signal) appreciates the opportunity to submit this proposal to the City of Glenwood Springs to provide 12 Rectangular Rapid Flashing Beacon (RRFB) Crossings. We acknowledge addendums 1-4, and this letter certifies that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.

Altitude Signal is an Intelligent Transportation Systems (ITS) distributor headquartered in Loveland, Colorado. Our team has decades of combined experience supporting traffic signal cabinets, controllers, detection systems, networking equipment, pedestrian safety equipment, and more throughout Colorado. For solar RRFBs, Altitude Signal has tested, vetted, and partnered with Aailed Technologies, providing their AV-400 Solar RRFBs across the mountain west.

Aailed designs, develops and manufactures the most user-friendly, compact, and cost-effective solar powered RRFB on the market. The AV-400 is a simple, durable system which fully meets or exceeds all of the City's specifications. Additionally, as of April 2025, the AV-400 is the only RRFB on the [Colorado DOT \(CDOT\) Approved Products List \(APL\)](#). Aailed earned this unique distinction after being tested over a two-year field trial in CDOT Region 3.

By partnering with Altitude Signal, the City of Glenwood Springs gains access to a comprehensive support team. Our local field team is comprised of IMSA-certified technicians who have years of experience supporting the AV-400 RRFB, as the system is regularly deployed by many local agencies including Westminster, Lakewood, Boulder, Longmont, etc. Altitude has been selected for dozens of local ITS supply and deployment projects, including providing Gridsmart detection for multiple intersections in Glenwood Springs and surrounding CDOT R3. We also stock AV-400 systems locally in both black and yellow to reduce lead times on small orders.

Maximizing Colorado's transportation infrastructure is extremely important to our organization, and in that effort, we are proud to present our solution. Feel free to contact me at the contact info above with any questions regarding our response.

Sincerely,

Alec Meyerhoff, Owner/Manager
Altitude Signal, LLC



Company Information

Altitude Signal, LLC

Altitude Signal is a locally owned distribution company specializing in traffic signal products and intelligent transportation systems (ITS.) We work with city, state, and county governments to deploy products that improve roadway infrastructure and safety: our goal is to partner exclusively with technology that helps improve traffic operations, maintenance, safety, and efficiency. Our team operates in our favorite place: the Mountain West. Between the Sierra Nevadas and the Rocky Mountains, our team of specialists work in CO, ID, NV, MT, UT, and WY to improve ITS infrastructure.



Altitude Signal has been partnered with Avelled pedestrian safety for 5+ years and our Colorado team has installed the AV-400 RRFB throughout the state, including CDOT, and over a dozen local agencies. Our support team have abundant experience working with this RRFB equipment throughout their years of installation and since our company's inception.

Altitude Signal is an owner-operated small business with headquarters in Loveland, Colorado. Our Colorado warehouse routinely stocks AV-400 RRFB equipment in both black and yellow, in addition to cameras, switches, controllers, radios, detection, and other ITS products. Our local facility vastly reduces our lead time for knockdowns and supplemental RRFB orders for local agencies.



Dominick Tufano, Project Manager, Altitude Signal

Relevant Certifications: IMSA Field Level III

Based out of Brighton, Dominick Tufano is Altitude Signal's Colorado and Wyoming Account Manager. He is directly in charge of managing accounts and technical services for our product deployments throughout this region. Dominick will be available to assist City staff with training, testing, deployment, and support with the City's RRRFB Systems. As our Colorado account manager, Dominick is the primary contact for all system deployments, as he has been for Glenwood's Gridsmart detection systems.

Before joining our team, Dominick accumulated 20+ years of experience in the ITS industry. He started with Sturgeon Electric, then joined the City and County of Denver, where he spent 15 years working in their Traffic and ITS Departments. Most recently, Dominick spent three years as Manager of Field Services for Cubic Corporation, during which he deployed traffic signal cabinets, controllers, and Gridsmart detection systems across 15 states.



Tim Livingston, Field Applications Engineer

Certifications: IMSA Field Technician – Level II, Construction – Level II

Tim Livingston is Altitude Signal's Field Applications Engineer for Colorado and Wyoming. Tim will be available for any support, training, or installation assistance needs for the City of Glenwood Springs. He has installed dozens of AV-400 RRFBs and is a great resource for our customers using this system.

Tim has around 15 years of experience in ITS, having worked for WL Contractors (now Lumin8) as well as the City of Longmont prior to our team. Since joining



Altitude in 2021, Tim has managed hundreds of product deployments for our team including Aailed RRFBs. He has become our company's networking switches and radio expert, among other systems.

Aailed Technologies

Our mission at Aailed Technologies is to produce solar flashing beacons and LED enhanced signs that are exceptionally reliable and effective.



At Aailed Technologies, we have been immersed in solar and LED technology for over 20 years. Our start in this space was long before the development of the Rectangular Rapid Flashing Beacon, or RRFB, which today has become the standard device used to improve uncontrolled marked crosswalks. Aailed focuses on solar-powered pedestrian crossing products: the AV-400 RRFB, the AV-200 LED enhanced traffic sign, and the AV-240 24-hour flashing beacon. By focusing on these specific applications, solar-powered RRFBs, Aailed developed a highly reliable, easy-to-install, and cost-effective product that is second to none.

Aailed was created by engineers with years of experience in electronics design and manufacturing. Aailed founder, Greg Miller, was inspired to engineer pedestrian warning systems from the ground up, using purpose-built components like the ultra-efficient solar engine, simple LED array, and low-power wireless system. These hyper-efficient components were built for the AV-400 RRFB, resulting in an RRFB product which outperforms competitors two-to-three times in size and efficiency, while maintaining long-lasting durability.

As a road safety partner that is trusted across North America, Aailed thrives on our philosophy of, "Do only a few things, and do them extremely well." This method has served us well in our mission to produce the best RRFBs on the market.

Today, Aailed Technologies works closely with some of the best traffic control device distributors in the industry to serve traffic agencies from small towns to DOTs and everything in between.



Technical Support

For all of the products we sell, Altitude Signal's local representatives offer our customers boots on the ground and telephone-based support and troubleshooting.

Dominick Tufano is our Business Development Manager for the State of Colorado and will be the primary point of contact for city staff. For additional support, Glenwood Springs has Tim Livingston who has 10+ years working in traffic signals and is Altitude Signal's local field applications engineer and regularly assists Dominick with projects in Colorado. Dom and Tim are available anytime from 8 a.m. MST to 7 p.m. MST for assistance by phone, email, or text. They will be responsible for any desired onsite support, including installation support, product training, and troubleshooting.

Staff can contact Altitude Signal's Loveland office from 8 a.m. to 5 p.m. Mountain Time every weekday, except for major holidays. Response times should be no longer than one hour at any time.

Altitude Signal

sales@altitudesignal.com
Local: 970.461.4922

Dominick Tufano

dtufano@altitudesignal.com
Cell: 303.328.7949

Tim Livingston

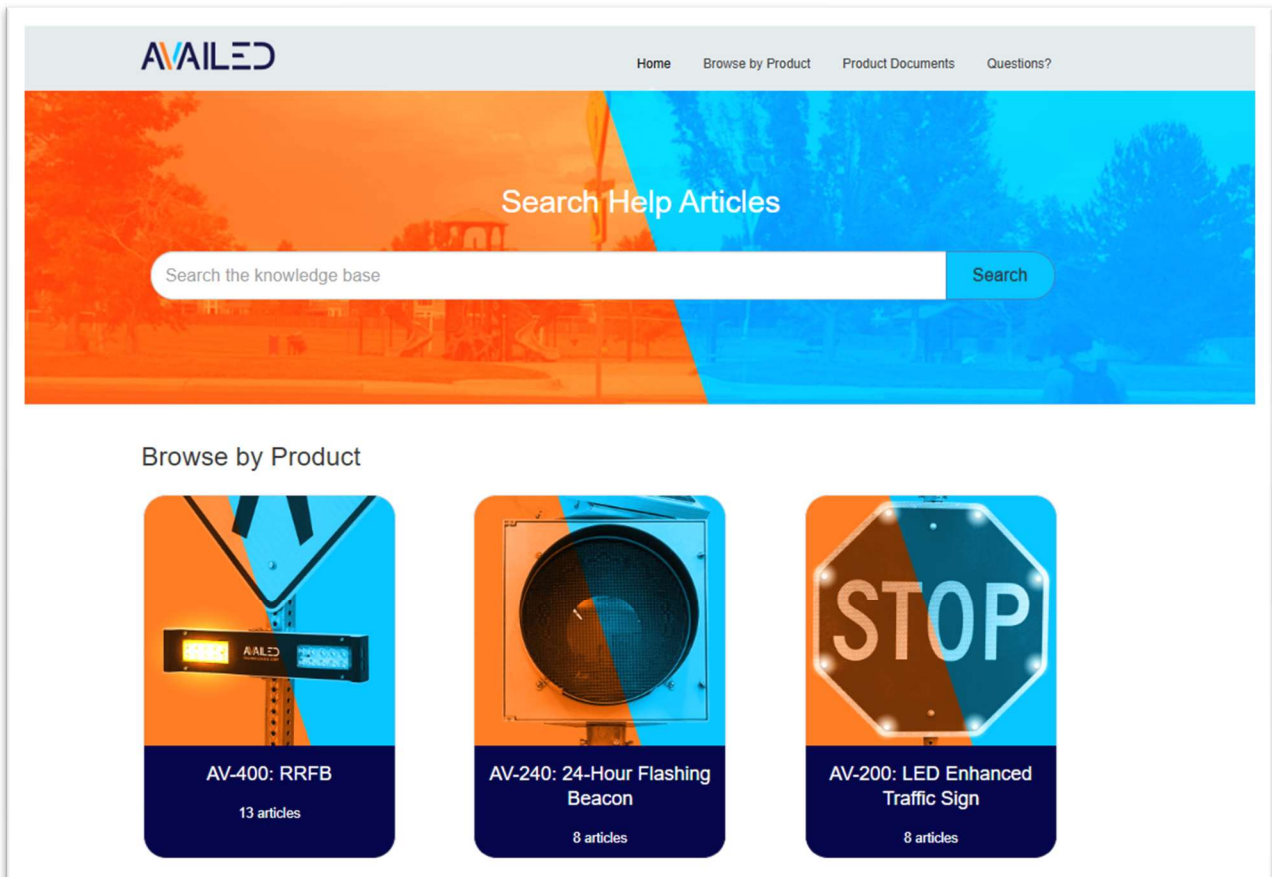
tlivingston@altitudesignal.com
Cell: 303.775.9874



Availed Support Portal

Availed has an online support portal with articles covering all major technical questions users have about their products. On this site, users can find user guides and installation manuals for the AV-400 RRFB and their other products.

Availed Support Site: support.availedtechnologies.com





AV-400 Product Information

System Benefits

The AV-400 Rectangular Rapid Flashing Beacon (RRFB) was purpose built from the ground up: every aspect of the design from the solar to the mounting brackets incorporate features to minimize installation time and expense. High efficiency LED modules and an ultra-low power purpose-built controller deliver dependable year-after-year operation.

Performance

- High intensity light output exceeds MUTCD requirements by up to five times
- Rated operating capacity exceeds 300 activations per day

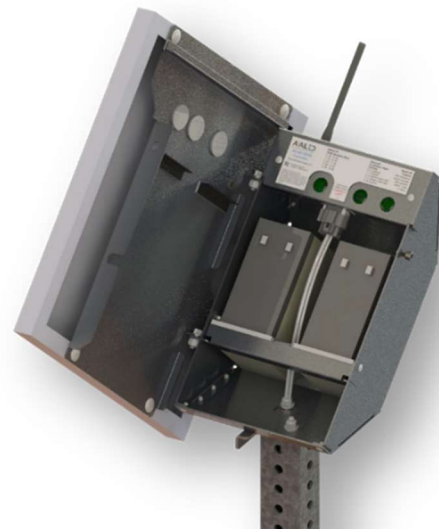
Lightbar Design

- Three-point pivoting mounting bracket provides superior holding strength
- Easily bolts or bands to any pole size
- Powder coated black or yellow
- Innovative single circuit system for RRFB module and pedestrian confirmation
- Pedestrian confirmation light comes with every system with optional cover



Solar Engine Design

- Compact, low profile design ideal for aesthetically significant streetscapes
- Solar engine housing with hinged solar panel mount, battery compartment, controller, and integrated pole mount
- Thermally isolated solar panel reduces battery ambient temperature to maximize battery life
- Install-ready universal pole mount system
- Designed for quick and simple installation; complete system installs on standard sign poles in under 15 mins



Wireless Operation

- 2.4 GHz wireless mesh network, 10 channel, 1000' range
- 20W high efficiency monocrystalline solar panel
- Push button actuation of one system activates all other systems wirelessly, no configuration required
- Field adjustable channel selection for independent operation of multiple crosswalks in proximity

Warranty

- Aailed Technologies offers a five-year limited warranty against all defects in material and workmanship



System Specifications

Operational

- Dual (back-to-back) or single lightbar configuration
- MUTCD compliant
- WW + S (wig-wag plus simultaneous) flash pattern
- Exceeds SAE J595 Class 1 specifications
- Automatic night dimming
- Meets SAE J578 chromaticity specifications
- Field adjustable flash duration, channel, night intensity
- Capacity: Exceeds 300, 20 second activations per day

System

- 20W high efficiency monocrystalline solar panel
- 45° tilt angle, 360° rotation
- 12V 14-18Ah battery capacity, AGM sealed lead acid
- Ultra low-power controller with integrated processor, Maximum Power Point Tracking (MPPT) charger, wireless module, and field configuration
- 2.4 GHz wireless mesh network, 10 channel, 1000' range
- Synchronized wireless activation under 150ms
- Weight (including mount and batteries): 19.1lbs

Installation

- Pre-wired post-top solar engine assembly
- Hinged solar panel for easy front access to install batteries
- Quick connect battery connections
- Simple two wire run; one wire to the lightbars and one wire to the push button
- Quick connect wire terminal at lightbar

Push Button Activation

- Compatible with: Polara BDSP-014 BullDog III, Campbell 4 EVR MOAB, and Polara iNX / iDX Push Button Station

Pole Mount

- Universal pole mount for solar engine and lightbar, compatible with 2", 2 1/4", 2 1/2" square telespar, 2 3/8" – 4 1/2" round pole
- Side of pole mount option

Environmental

- System operating temperature: -40 to 165° F (-40 to 74° C)
- Battery operating temperature: -40 to 140° F (-40 to 60° C)
- Compliant to NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9 for temperature/humidity, vibration, and shock



Colorado Install Photos





Local References



WESTMINSTER
COLORADO

Ricky Martinez

Transportation Operations Coordinator
6575 West 88th Avenue
Westminster, CO 80031
rcmartin@cityofwestminster.us

JEFFERSON
COUNTY COLORADO

Adam James

Lead Traffic Signal Technician
100 Jefferson County Pkwy Suite 3500
Golden, CO 80419
ajames@co.jefferson.co.us



Cory Benefiel

Signals Supervisor
5050 Pearl Street
Boulder, CO 80301
Benefielc@bouldercolorado.gov



Altitude Signal, LLC
PO Box 1897
489 Denver Avenue
Loveland, CO 80539
EIN: 83-1927277

Glenwood Springs, Procurement Department
101 West 8th St
Glenwood Springs CO 81601
ryan.muse@cogs.us

Quotation # 004679

Quotation Date: 04/28/2025 Expiration: 05/28/2025 Payment Terms: 30 Days Project: RRFB RFQ 2025-22Q

Salesperson: Alec Meyerhoff, ameyerhoff@altitudesignal.com Lead Time: 4-5 Weeks ARO

Item	Description	Quantity	Unit Price	Taxes	Amount
Availed RRFB Systems					
AV-400	Availed RRFB 20W Solar Engine with universal mount *includes radio communication	24.00	993.75	0%	\$ 23,850.00
400213	7Ah 12V SLA Battery (two required)	48.00	40.00	0%	\$ 1,920.00
AV-LB-B	Availed RRFB Lightbar with universal mount, Black	48.00	368.75	0%	\$ 17,700.00
AV-BDSP-014-Y	Bulldog III Push Button, Momentary only, TSI Compliant, Yellow	24.00	142.50	0%	\$ 3,420.00
AV-9X12-R10-25	R10-25 Push Button To Turn on Warning Lights Sign, 9"x12"	24.00	27.50	0%	\$ 660.00
AV-PBF2C-9x12-y	9x12 Push Button Frame with Built in Cup for Bulldog III, Yellow	24.00	105.00	0%	\$ 2,520.00
Subtotal					\$ 50,070.00
Signs					
S-W112L-30	W11-2 Pedestrian Sign, Left, Yellow, DGY, 30"x30"	24.00	110.00	0%	\$ 2,640.00
S-W112R-30	W11-2 Pedestrian Sign, Right, Yellow, DGY, 30"x30"	24.00	110.00	0%	\$ 2,640.00
S-W167L-24	W16-7PL Left Arrow Sign, Yellow, DGY, 24" x 12"	24.00	37.00	0%	\$ 888.00
S-W167R-24	W16-7PR Right Arrow Sign, Yellow, DGY, 24" x 12"	24.00	37.00	0%	\$ 888.00

888-342-0748 -- sales@altitudesignal.com



Altitude Signal, LLC
PO Box 1897
489 Denver Avenue
Loveland, CO 80539
EIN: 83-1927277

SB-B2B	Back-to-back Sign Bracket, 4.5" OD, (Sold in boxes of 25)	75.00	38.88	0%	\$ 2,916.00
Subtotal					\$ 9,972.00
Poles					
PB-5100-13-PNC	Pelco Pole, 4.5" OD, Sch 40, TOE, 13ft, Aluminum	24.00	402.56	0%	\$ 9,661.44
PB-5325-PNC	Pole Collar for Square Bases, Aluminum	24.00	103.45	0%	\$ 2,482.80
PB-5334-PNC	Square Base Assembly w/ Alum Door. Pelco Logo, no set screws, no grounding lug, no paint	24.00	237.29	0%	\$ 5,694.96
AP-1007-GLV	Anchor Bolt Kit, 1"-8NC x 36", Set of 4, w/o Template, Galvanized	24.00	277.85	0%	\$ 6,668.40
Subtotal					\$ 24,507.60
Untaxed Amount					\$ 84,549.60
Taxes					\$ 0.00
Total					\$ 84,549.60

- 1) All prices are subject to applicable taxes. If tax exemption applies, provide number or resale certificate
- 2) Material inaccuracies or damage must be reported within 30 days of receipt or additional fees may apply
- 3) All quotes are subject to credit approval. Without approved Altitude Signal, LLC credit line, orders must be paid in advance.
- 4) Orders are subject to a 25% re-stocking fee.

Payment terms: 30 Days

Purpose built from the ground up, the AV-400 has raised the bar for RRFBs.

Every aspect of the design from the controller to the mounting brackets incorporate features to minimize installation time and expense.

High efficiency LED modules and an ultra-low power purpose-built controller deliver dependable year-after-year operation.

Performance

- ✓ High intensity light output exceeds MUTCD requirements by up to five times
- ✓ Rated operating capacity exceeds 300 activations per day

Solar Engine Design

- ✓ Compact, low profile design ideal for aesthetically significant streetscapes
- ✓ Solar engine housing with hinged solar panel mount, battery compartment, controller, and integrated pole mount
- ✓ Thermally isolated solar panel reduces battery ambient temperature to maximize battery life
- ✓ Install-ready universal pole mount system
- ✓ Designed for quick and simple installation; complete system installs on standard sign poles in under 15 mins

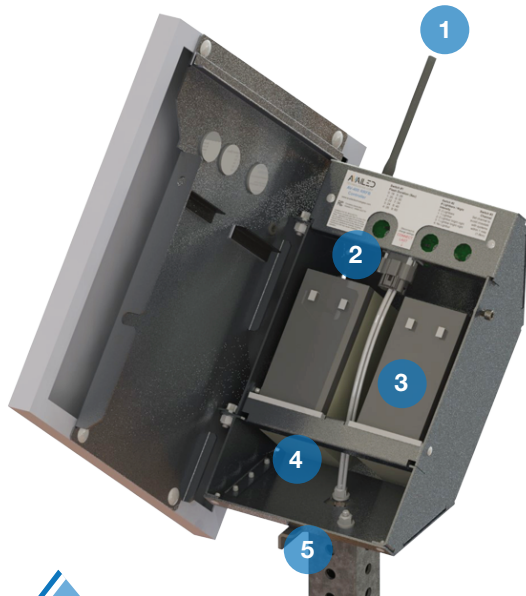


Lightbar Design

- ✓ Three-point pivoting mounting bracket provides superior holding strength
- ✓ Easily bolts or bands to any pole size
- ✓ Powder coated black or yellow front panel
- ✓ Innovative single circuit system for RRFB module and pedestrian confirmation*

Wireless Operation

- ✓ Push button actuation of one system activates all other systems wirelessly, no configuration required.
- ✓ Field adjustable channel selection for independent operation of multiple crosswalks in proximity



1. Configuration-free wireless connection between units
2. Adjustable switches for flash duration, channel, night intensity
3. Easy-install batteries with quick connectors
4. Pre-wired, two cable system for lightbars
5. Factory-installed universal pole mount for rapid installation

Operational

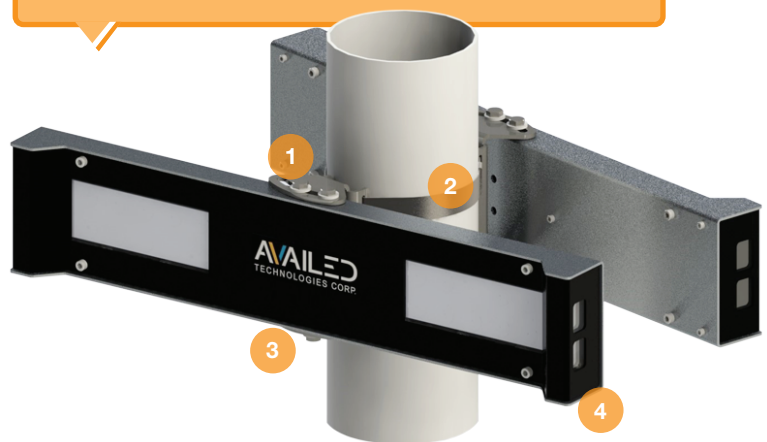
- Dual (back-to-back) or single lightbar configuration
- MUTCD compliant
- WW + S (wig-wag plus simultaneous) flash pattern
- Exceeds SAE J595 Class 1 specifications
- Automatic night dimming
- Meets SAE J578 chromaticity specifications
- Field adjustable flash duration, channel, night intensity
- 300, 20 second activations per day
- 30 day system autonomy

System

- 20W high efficiency monocrystalline solar panel
- 45° tilt angle, 360° rotation
- 12V 14-18 Ah battery capacity, AGM sealed lead acid
- Ultra low-power controller with integrated processor, Maximum Power Point Tracking (MPPT) charger wireless module, and field configuration
- 2.4 GHz wireless mesh network, 16 channel, 1000' range
- Synchronized wireless activation under 150ms
- Weight (including mount and batteries): 19.1lbs

Activation

- Compatible with: Polara BDSP-014 Bulldog III, Campbell 4 EVR MOAB, and Polara iNX / iDX Push Button Station



Installation

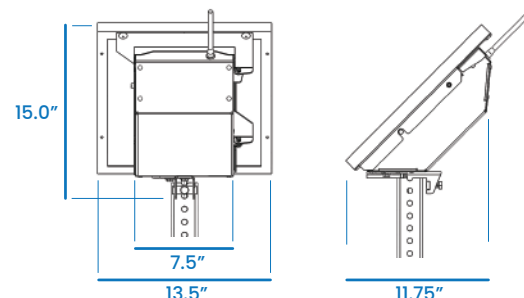
- Pre-wired post-top solar engine assembly
- Hinged solar panel for easy front access to install batteries
- Quick connect battery connections
- Simple two wire run; one wire to the lightbars and one wire to the push button.
- Quick connect wire terminal at lightbar

Pole Mount

- Universal pole mount for solar engine and lightbar compatible with 2", 2 1/4", 2 1/2" square telespar, 2 3/8" - 4 1/2" round pole
- Side of pole mount option

Environmental

- System operating temperature: -40 to 165° F (-40 to 74° C)
- Battery operating temperature: -40 to 140° F (-40 to 60° C)
- Compliant to NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9 for temperature/humidity, vibration, and shock

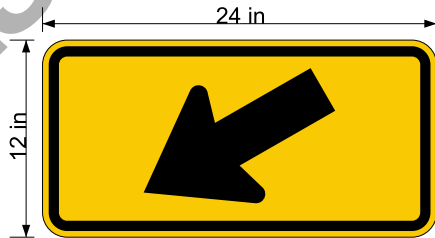




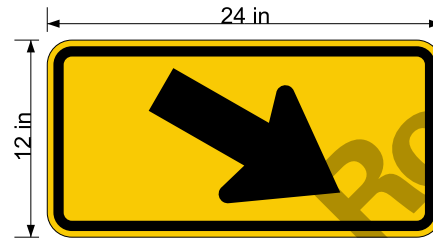
W11-2 DGY/BK QTY 12



W11-2 DGY/BK QTY 12



W16-7pL DGY/BK QTY 12



W16-7pR DGY/BK QTY 12

RRFB Signs

Name:	Katie Robinson		
Customer:	Altitude Signal		
Address:	489 Denver Ave		
City:	Loveland	State/ZIP:	CO 80537
Phone:	970-775-4822		
Email:			

This artwork (proof) is submitted for approval.

CHECK PROOF CAREFULLY

Make sure spelling, sheeting, color, size, and quantities are correct

Manufacturer is NOT responsible for mistakes on approved proofs.

Fabrication will not begin until proof has been approved by responsible party.

☐ APPROVED	By: _____	Signature
☐ APPROVED WITH REVISIONS	Revision noted.	
☐ REJECTED	Redesign required.	

By approving proof the contractor (customer) agrees to purchase all fabricated signage and devices, even in the event of job cancellation. Completed jobs that remain at the Sign Shop for greater than 2 (two) months, without express consent, will be considered abandoned, and contractor (customer) will be liable to pay for all materials.

Any returns are subject to a 15% restocking fee.
NO custom signage (that which is not listed in MUTCD or CDOT sign library) or ANY Street Name Sign can be returned.

This document, artwork, and information contained in is the property of RoadSafe Traffic Systems. By receipt hereof the holder agrees to indemnify and hold the manufacturer harmless for any use of this artwork for any other reason than "proof approval" will be considered copyright infringement.

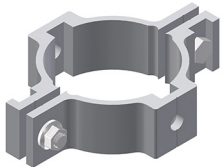
PO/Job No.:	Designed On: 4/28/2025		
Designed By: Otto	Revision Date:		
Municipality Spec:			
Comments: Ship to: Grand Junction			

Aluminum Sign Mounting Brackets

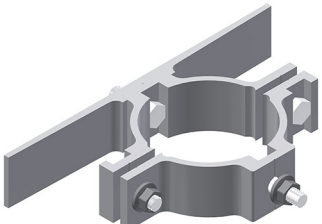
Complete Assemblies for Round Posts



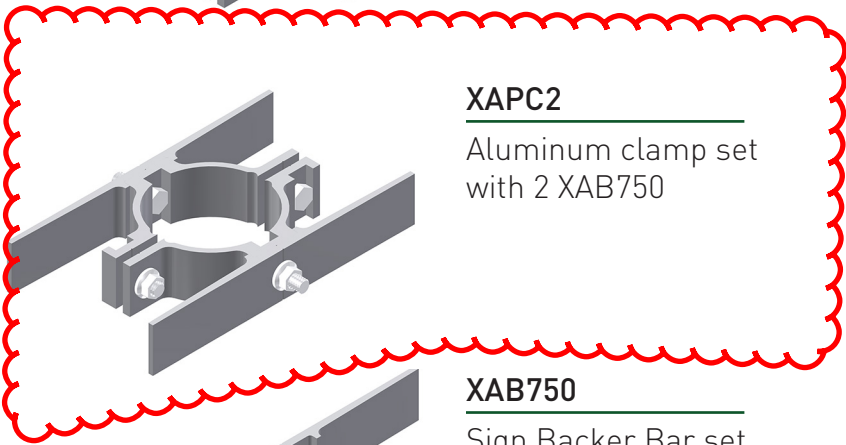
Xcessories Squared manufactures and provides a line of aluminum sign post clamps for round pipe posts. We also have a sign backer bar that can attach to them to provide additional support. We offer a U-bolt sign clamp assembly for round posts available for 2 3/8" and for 2 7/8" OD round posts.



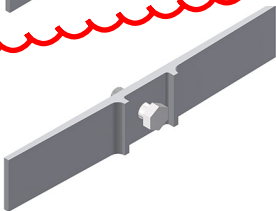
XAPC
Aluminum clamp set for 2 3/8", 2 7/8", 3 1/2", & 4 1/2" OD round posts



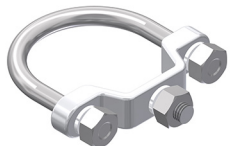
XAPC1
Aluminum clamp set with 1 XAB750



XAPC2
Aluminum clamp set with 2 XAB750



XAB750
Sign Backer Bar set for XAPC series clamp

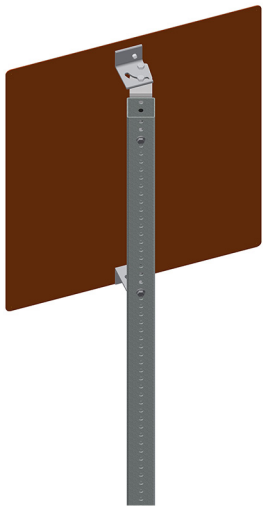


UBC1
U-bolt clamp set for 2 3/8" & 2 7/8" OD round posts

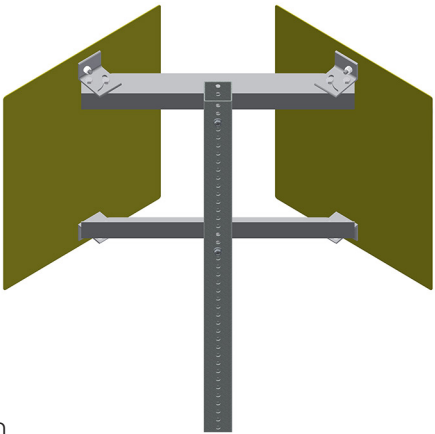
Aluminum Chevron Brackets

Fits 18", 24", 30", & 36" Wide Signs and Any Height of Sign Assemblies for Mounting onto PSST Posts

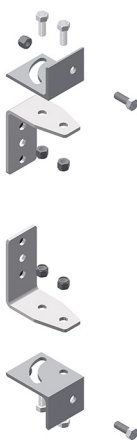
Xcessories Squared manufactures Chevron Brackets to fit several Chevron Sign sizes. We have a single-mount kit as well as three sizes of two-sign mount kits. The kits come with all of the material you need to assemble and mount the sign panel. You will only need the hardware to secure the brackets to the sign post as that is dependent on the size of the post. The sign panels can be adjusted to your preferred orientation angle and tightened. The kits work with virtually any width or height of sign panel.



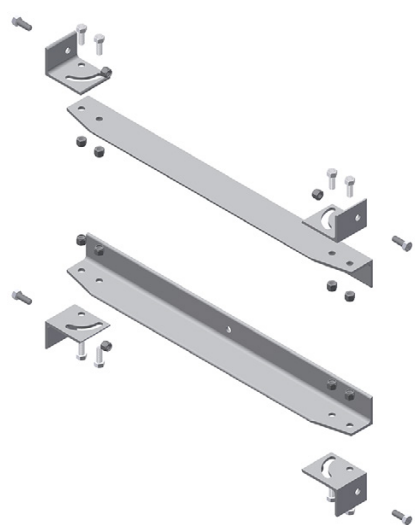
ACB-S
Adjustable Chevron Bracket for single-sign panel



ACB-D
Adjustable Chevron Bracket for two-sign panels



ACB-1
Adjustable Chevron Bracket kit fits any width or height



ACB--
Adjustable Chevron Bracket kit available in 18", 24", 30", & 36" width options

Pedestal Poles

Pelco offers aluminum, iron, and plastic bases in various sizes as well as poles in aluminum and steel. Pelco's cast aluminum square base is FHWA certified and meets or exceeds AASHTO break-away requirements. Plastic replacement doors offer an economical way to deter vandalism.



1



2



3



1. Pedestal Pole, 4" Sch 40, Spun Alum No Threads

PB-5101 - Length - Coating

PNC=Process No Color
P__=Paint

2. Pedestal Pole, 4"- 8 NPT Sch 40, Spun Alum w/ Pelican ID

PB-5100 - Length - Coating

PNC=Process No Color
P__=Paint

Pedestal Pole, 4"- 8 NPT Sch 80, Spun Alum

PB-5102 - Length - Coating

PNC=Process No Color
P__=Paint

Pedestal Pole, 4"- 8 NPT Sch 40, Steel

PB-5201 - Length - Coating

P__=Paint

Pedestal Pole, 4"- 8 NPT Sch 40, Galv Steel

PB-5200 - Length - GLV - Coating

Blank=Galvanized Only
P__=Paint over Galvanized

3. Pedestal Pole, Welded, 4"- 8 NPT w/ 5-1/2" Nipple Length, Steel

PB-5219 - Length - Coating

GLV=Galvanized
P__=Paint

Note: 1. Standard poles are typically sold in 1 foot increments. For other lengths contact sales.
2. See Reference Section for available paint colors.

Collars & Adapters

Pole and base collar assemblies, for both square and octagonal bases, are available in highwind areas to add strength and help prevent loosening of connection.



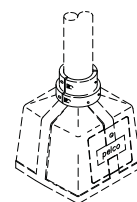
Pole & Base Collar Assembly, Alum Square Base

PB-5325 -

Coating

PNC=Process No Color

P__=Paint



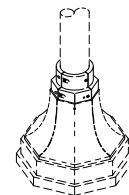
Pole & Base Collar Assembly, Alum Octagonal Base

PB-5326 -

Coating

PNC=Process No Color

P__=Paint



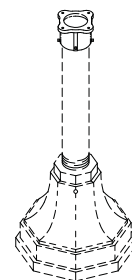
Pedestal Adapter, 4" (4-1/2" OD Pole), Alum 6-1/2" Bolt Circle

SE-3104 -

Coating

PNC=Process No Color

P__=Paint



Note: 1. All assemblies are supplied standard with stainless steel fasteners.
 2. Specify options when ordering.
 3. See Reference Section for available paint colors.

Square Pedestal Bases Aluminum

Pelco offers aluminum, iron, and plastic bases in various sizes as well as poles in aluminum and steel. Pelco's PB-5334 and PB-5335 cast aluminum square bases are FHWA certified and meets or exceeds AASHTO break-away requirements. Plastic replacement doors offer an economical way to deter vandalism.



Square Base Assembly, Alum w/ Alum Door



PB-5334

Door



NL=No Logo
Blank=Pelco Logo

Set Screws
in Collar



1S=1 Hex Bolt
3S=3 Set Screws
Blank=None

Grounding
Lug



GL=Grounding
Lug
Blank=None

Coating



PNC=Process No Color
P__=Paint

Square Base Assembly, Alum w/ Plastic Door

PB-5335

Door



NL=No Logo
Blank=Pelco Logo

Set Screws
in Collar



1S=1 Hex Bolt
3S=3 Set Screws
Blank=None

Grounding
Lug



GL=Grounding
Lug
Blank=None

PNC

Square Base Assembly, Alum Heat Treated w/ Alum Door



PB-5336

Door



NL=No Logo
Blank=Pelco Logo

Set Screws
in Collar



1S=1 Hex Bolt
3S=3 Set Screws
Blank=None

Grounding
Lug



GL=Grounding
Lug
Blank=None

Coating



PNC=Process No Color
P__=Paint

Square Base Assembly, Alum Heat Treated w/ Plastic Door

PB-5337

Door



NL=No Logo
Blank=Pelco Logo

Set Screws
in Collar



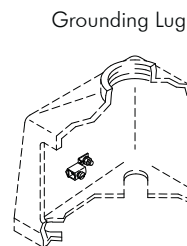
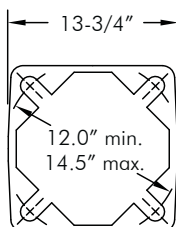
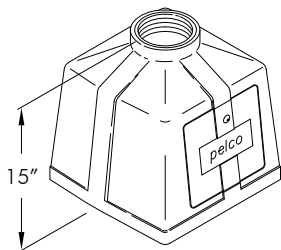
1S=1 Hex Bolt
3S=3 Set Screws
Blank=None

Grounding
Lug



GL=Grounding
Lug
Blank=None

PNC



- Note: 1. AASHTO Certified Square Aluminum Base: PB-5334 and PB-5335 aluminum square bases above are available with AASHTO certifications and FHWA approval. Please specify by adding the Certification Part No. C-1001 in addition to the base part number.
2. All assemblies are supplied standard with stainless fasteners.
3. See Reference Section for available paint colors.

Anchor Bolt Sets

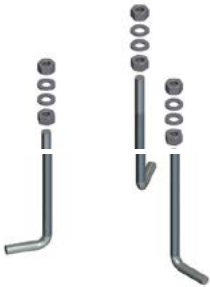
Pelco's galvanized anchor bolt sets are available in a variety of sizes.



Anchor Bolt Set of 4 w/ Hardware 1/2"-13NC x 7-1/2", Galv

AP-1046-GLV

Note: Includes 4 Bolts, 8 Washers, and 8 Nuts.



Anchor Bolt Set of 3 w/Hardware 3/4"-10NC x 18", Galv

PB-5305-GLV

Note: Includes 3 Bolts, 6 Washers and 6 Nuts.



Anchor Bolt Set of 4 w/ Hardware 3/4"-10NC x 18", Galv

PB-5306-GLV

Note: Includes 4 each: Bolts, Washers and Nuts.

PB-5518-GLV

Note: Includes 4 Bolts, 8 Washers and 8 Nuts.



Anchor Bolt Set of 4 w/ Plate Washers 3/4"-10NC x 18", Galv

PB-5371-GLV

Includes 4 Bolts, 4 Plate Washers, 4 Washers, and 4 Nuts.



Anchor Bolt Set of 4 w/ Hardware 1"-8NC x 36", Galv

AP-1007-

Template



-GLV

1=12" Bolt Circle

2=12.75" Bolt Circle

3=11" Bolt Circle

Includes 4 Bolts, 4 Lock Washers, 8 Washers, and 8 Nuts.

Note: 1. All assemblies are supplied standard with galvanized fasteners.



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Intergovernmental Agreement with Roaring Fork School District regarding 4G
Action Requested:	Council Approval for the Mayor to Sign the Attached Intergovernmental Agreement with the Roaring Fork School District regarding 4G System Transfer to the City.
Department:	Broadband
Presented By:	Matthew Langhorst, Michael Gardner
Strategic Goals:	Preserve and Improve Infrastructure Provide Efficient and Responsive City Government Generate Sustainable Economic Development
Background Info:	The City of Glenwood Springs Community Broadband Network (CBN) has been looking for a way to cost-effectively service some of the areas in town that do not currently have access to quality internet services. Sometimes this lack of access is funding-induced. Sometimes it's the pure fact that homes do not have cables running to them that will function as communications lines, and sometimes it is because building in certain areas of town is too costly to expand into them. The RE-1 School District realized that this was a problem back in 2015 when they acquired the certifications and funding to build a small 4G cell tower system up and down the valley at strategic locations to provide connectivity to as many students as they could. This system was finalized in 2020, just in time for COVID, and has been up and running with no major issues to this day. The schools grant funding will run out in June of 2025 and RE-1 has been looking for a partner to take over the system and still be able to provide internet to the students for free. CBN has also been looking for ways to provide a reduced rate or free internet to students in Glenwood Springs since its Fiber to Home upgrades back in 2021-2023. The council made it a priority at that time to find a cost-effective way to expand CBN into those areas where no one serves, the service is not robust enough to meet the need, or cost of the current service is prohibitive to some families. With the City taking over the 4G system that the school currently runs, CBN can not only provide a cost-effective service to the current students on the RE-1 system, but we can expand that system to cover more of Glenwood and even utilize it to provide a different revenue-generating service for CBN while still keeping the students plans free. The expected cost of operating and maintaining the 4G system is mainly licensing fees for the towers and the cost of the hot spot equipment placed in the homes. With the last of the grant money available, the school district has purchased a significant number of new hot spots for home placement and two new cell towers for the city to use as they see fit to expand the system and provide service to families. The yearly cost to run the system is projected to be \$18,000 a year, which would be covered by the Electric Department, Water Department and Wastewater Department equally. The benefit to these departments is that they can replace their outdated radio backup systems with new 4G equipment for a more solid form of secondary communications to the facilities. The attached presentation covers all of this in more detail.
Issues:	None at this time.
Fiscal Impact:	The main cost of this systems operations and licensing will be covered by the Electric, Water and Wastewater Enterprise Funds under their Communications line items each year.
Legal Review:	Legal has reviewed and approved the IGA

Staff Recommendation: Staff would Recommend that Council Approve the Mayor to Sign the Attached Intergovernmental Agreement with the Roaring Fork School District regarding the 4G System Transfer to the City.

**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 and to the District’s bus maintenance facility on JW Drive in El Jebel and the the solar array at 305 Meadowood Drive , but only to the degree that doing so is reasonable, 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, but only to the degree that doing so is reasonable, as determined by the City in its sole discretion. 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. 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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 EDUCATION OF ROARING FORK SCHOOL DISTRICT RE-1

By: Kathryn A. Kuhlberg
_____, President

ATTEST:

Jonathan London
Secretary



RE-1 and Glenwood Springs Community Broadband 4G LTE

June 5th, 2025 City Council Work Session

Matthew Langhorst, Public Works

Michael Gardner, CBN



The City of Glenwood Springs CBN and RE-1 School District 4G Cellular System Agreement

- In 2015 the RE-1 School District started the process of creating a 4G cell tower system for students who did not have access to the internet. This fore thought worked well when the pandemic came around in 2020 and the system was utilized for home schooling during the pandemic.
- The school districts existing grant to operate this system will run out in June of 2025.
- The system currently has 19 radio towers, covering from Glenwood Springs to Basalt and up to Spring Valley.
- The school district has money left in the grant that needs to be expended prior to the end of June 2025. With that money they are purchasing in-home hot spot equipment and new towers to expand the system that we would be utilizing.
- The city's Community Broadband Network (CBN) has been reviewing ways to include families in need into the CBN network in a cost-effective way. The RE-1 4G system already has approximately 138 families connected and we could expand that up to 300 if the need arose.



The City of Glenwood Springs CBN and RE-1 School District 4G Cellular System Agreement

- CBN already provides the school systems connectivity in Glenwood for the 4G system.
- The system is currently run and operated through a third-party vendor for the school district with operations cost of ~\$2,200 a month or \$26,400 per year.
- With CBN operating the system, we have in house abilities, certifications and staffing that could handle the system operations. Current projections put the monthly costs at ~\$1,500 a month or \$18,000 a year. Most of this cost is the licensing fees for the towers and the hot spot equipment.
- The city's Water, Wastewater and Electric Enterprise Funds utilize a radio system for redundant connectivity to water tanks, lift stations, pump stations, one substation, water plant and to the sewer plant which cost approximately \$1,200 a month. Not all systems have redundant connectivity, the 4G system would allow us to cover all locations in town, including all four substations, which would push the total funding over the needed \$18,000 to operate the system.
- The city and CBN are not locked into any long-term agreements if the 4G network in part or in whole is not deemed viable and the system could be shut down or reduced in size if needed

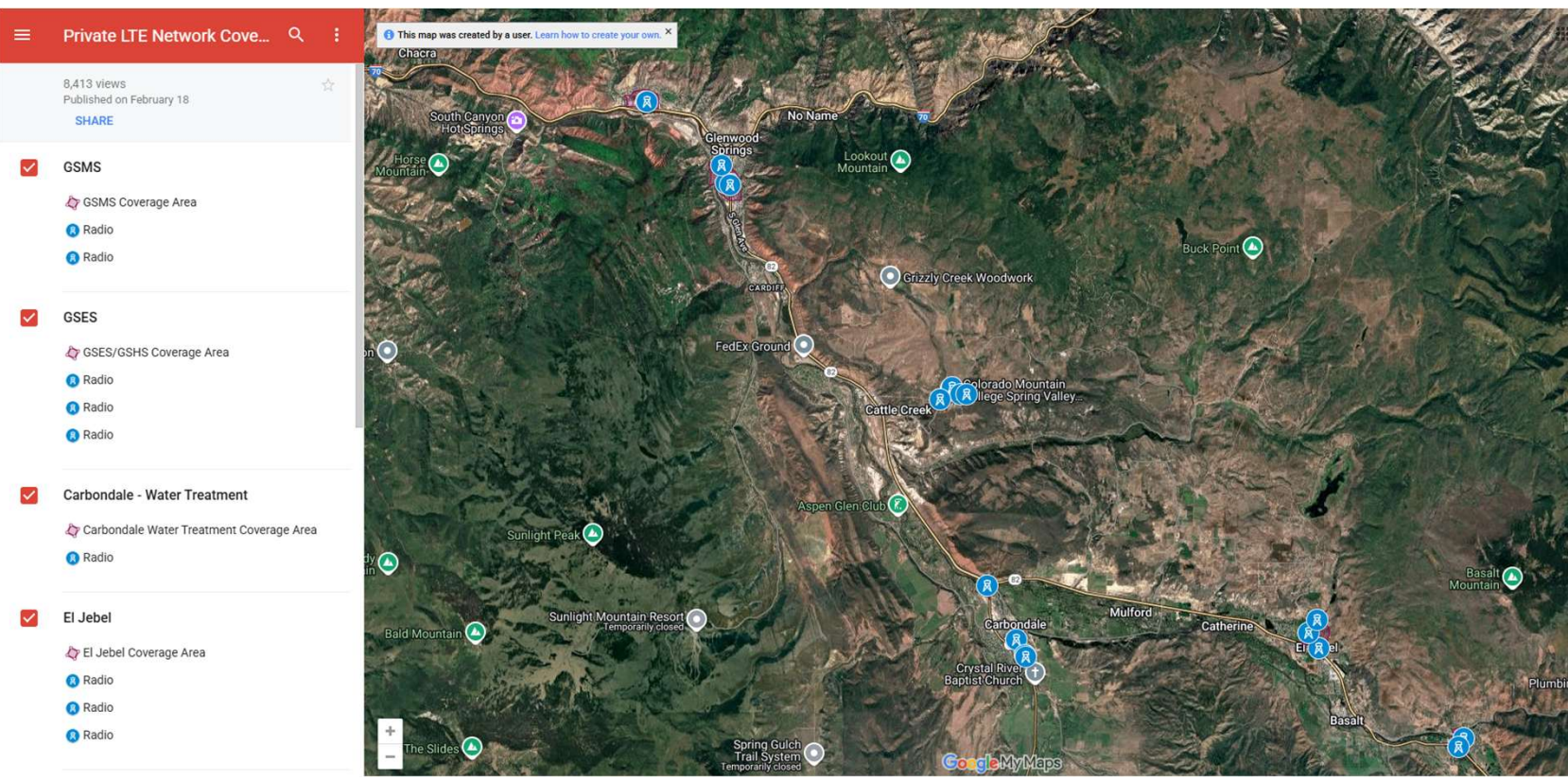


The City of Glenwood Springs CBN and RE-1 School District 4G Cellular System Agreement

- Any new revenue streams would be a profit bonus for CBN, such as:
 - Trailer Parks and high-density locations that are hard to build out a fiber to home infrastructure to can now be covered.
 - A new rate would be created for a slower speed 4G internet option through CBN, for around \$35 a month with a deposit to be taken on the hot spot equipment in the home. 4G can allow up to 250mb service with approximately 250 customers per tower. This will allow CBN to expand outside city limits with service options. The total tower count would be around 21 with Glenwood towers being added.
 - The system could be expanded with a repeater to cover No Name, which this community has been asking for a better service option. A CDOT or City supplied Dark Fiber to No Name would eliminate the need for a repeater and may be possible. This would also allow us to open that area up for CBN Fiber to Home options or the 4G option.
 - This system could be utilized for large events that require heavy vendor access to Wi-Fi or 4G signals to run billing systems. A good example would be setting up a Wi-Fi system at 2 Rivers Park for Strawberry Days to make transactions faster and not pulling bandwidth from the current cell towers. This type of temp set up happens at major events and those events pay the vendor for the work and bandwidth.
 - A redundant service could be provided to current CBN customers that cannot accept any downtime with their operations. We would provide them with the same backup 4G system that our Enterprise Funds would be utilizing for a fee.
 - The 4G system could be moved to 5G in the future with equipment upgrades.



Current Tower Locations in the Valley



CBN 2025 Fund Update

- Total penetration rate in our current build out area is 26%, we are moving toward the 40% rate noted within the original proforma.
- New equipment is being tested currently that would allow CBN to provide 2.5G, 5G and 8G internet services at a competitive price without any increase in Capital Costs.
- The system has seen new customer sign ups as projected year over year, last year the system added approximately 270 new subscribers.
- Revenue from the first 4 months of 2024 compared to the first 4 months of 2025 has increased 14%.
- Current revenue projections for 2025 are \$1,630,000
- Current cost projections for 2025 are \$2,630,000. Largest portions of this cost are Staff, build out projects which will be reduced year over year, and the loan payback amount. Current revenue will need to increase approximately 50% over the life of the fund, which we are projecting to be hit in 2028.
- Proforma projections had the fund in the black between 2025 and 2026, with the construction of the system taking approximately 1.5 years longer than anticipated, the new in the black is scheduled for 2028. The fund has cash to cover the overages through this time frame as planned.



CBN 2025 Fund Update

- CBN has focused their marketing on more targeted locations, with door hangers, flyers and direct mailings. CBN is also running radio adds over the spring and the summer months. Winter months are hit less robustly due to the difficulty of installing drops in the winter months.
- CBN has implemented a social media outreach process this year with monthly updates as well as online advertising.
- CBN has implemented a “Refer a Friend” program to encourage more local subscribers.
- The team will be at Strawberry Days with their own booth, promoting sign ups and outreach.
- With the possibility of the 4G system being able to supply easy to install internet to housing around the valley, current projections are 400 subscribers at \$35 a month pricing, or \$168,000 in new revenue each year.





City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Resolution 2025-12; Speed Camera Enforcement
Action Requested:	Resolution 2025-12 is required to set the locations where automated vehicle identification cameras may be installed once Ordinance 2025-15; Authorizing the use of speed cameras goes into effect.
Department:	City Administration
Presented By:	Joseph Deras
Strategic Goals:	Provide Efficient and Responsive City Government Ensure Public Safety
Background Info:	There are six locations where Resolution 2025-12 will give the authorization to install speed cameras. 1. 100 Blk Midland Ave westbound (Midland Center) 2. Midland Ave eastbound (Yampah High School) 3. South Midland corridor north/southbound (apx 3100-3400 Blk Midland Ave) 4. 3400 - 3500 Blk S. Glen Ave northbound (W/B 82) (Dahl Plumbing) 5. 1500 – 1600 Blk Grand Ave northbound (W/B 82) (Adam Decker State Farm) 6. 1700 Blk Grand Ave southbound (E/B 82) across the street from Sayre Park)
Issues:	NA
Fiscal Impact:	NA
Legal Review:	Legal drafted this Resolution.
Staff Recommendation:	Staff recommends passage of Resolution 2025-12; Speed Camera Enforcement.

RESOLUTION 2025-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, SETTING THE LOCATION OF AUTOMATED VEHICLE IDENTIFICATION SYSTEMS WITHIN THE CITY.

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

WHEREAS, by and through Ordinance 19, Series of 2025, the City Council approved amending Article 120.040 of the Code regarding the City’s traffic regulations to allow the use of AVIS;

WHEREAS, in order to implement the use of AVIS the City must designate via resolution the locations it will be used; and

WHEREAS, the City of Glenwood Springs Police Department has recommended locations to install AVIS to ensure more robust enforcement of the City’s traffic laws; and

WHEREAS, the City Council finds the use of automated vehicle identification systems in the locations set forth below are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby approves the following locations for the installation of automated vehicle identification systems:

1. 100 Blk Midland Ave westbound (Midland Center)
2. Midland Ave eastbound (Yampah High School)
3. South Midland corridor north/southbound (apx 3100-3400 Blk Midland Ave)
4. 3400 - 3500 Blk S. Glen Ave northbound (W/B 82) (Dahl Plumbing)
5. 1500 – 1600 Blk Grand Ave northbound (W/B 82) (Adam Decker State Farm)
6. 1700 Blk Grand Ave southbound (E/B 82) across the street from Sayre park)

INTRODUCED, READ, AND PASSED THIS 5TH DAY OF JUNE 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Ordinance 2025-15; Authorizing the use of Speed Cameras. Second Reading
Action Requested:	Determine whether or not Council would like to pass an Ordinance on final reading 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:	The Ordinance passed unanimously on first reading.
Issues:	None.
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 drafted the Ordinance.
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
June 5, 2025

Agenda Item:	Ordinance 2025-17; Tax Incentive Rebate Code Amendment. Second Reading
Action Requested:	Consideration of additional amendments to Code Section 040.020.170, Economic Incentive Sales Tax Rebate on second reading.
Department:	Economic and Community Development
Presented By:	Hannah Klausman
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	This Ordinance passed unanimously on first reading. 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
June 5, 2025

Agenda Item: Ordinance 2025-18 Enforcement of Municipal Ordinances on Parklands Outside the Municipal Boundaries. Second Reading

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: This Ordinance passed unanimously on first reading.

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
June 5, 2025

Agenda Item: Approval of Financial Advisory Board (FAB) Grant Recommendations

Action Requested: Approval of grant awards

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: This is the subject of an earlier work session.

Issues: None at this time.

Fiscal Impact: No additional funding is necessary.

Legal Review: Legal drafted the grant agreement agencies will sign.

Staff Recommendation: Staff supports this recommendation.

Organization Name	Application Contact Name	Title	Grant Amount Requested for 2025	FAB Recommendation
A Way Out, Inc.	Becky Gordon	Executive Director	\$ 7,500	\$ -
Access AfterSchool	John Quinn	Executive Director	\$ 10,000	\$ 7,500
Andy Zanca Youth Empowerment Program	Brendan Girardot	Executive Director	\$ 5,000	\$ 3,000
Ascendigo Autism Services	Victoria MacFarlane	Chief Development Officer	\$ 20,000	\$ -
Aspen Science Center	Alexandra Tarika	Education Manager	\$ 8,000	\$ 5,000
Carbondale Community Access Radio	Megan Passmore	Station Director	\$ 5,000	\$ -
College Outreach	Kelly Doherty / Julia DeBacker	Executive Director / Community Outreach Coordinator	\$ 5,000	\$ 3,000
Colorado Animal Rescue	Dacia Ryder	Development Director	\$ 10,000	\$ -
Colorado Events	Steven Wallis	Director	\$ -	\$ -
Colorado High School Cycling League	Kate Rau	Executive Director	\$ 10,000	\$ 5,000
Community Health Services Inc.	Lisa Westhoff	Regional Oral Health Specialist	\$ 13,950	\$ 7,000
FocusedKids	Amanda Petersen, MA, LPC	Executive Director	\$ 27,027	\$ 10,000
Glenwood Springs Arts Council DBA Glenwood Springs Center for the Arts	Laurie Chase	President	\$ 3,000	\$ 3,000
Glenwood Springs Chamber Foundation	Angela Anderson	President & CEO GSCRA	\$ 30,600	\$ 25,000
Glenwood Springs Citizens' Alliance	Heather McGregor	Vice President	\$ 3,000	\$ 3,000
Glenwood Springs Community Concert Association	Bill Wood	Vice President	\$ 4,500	\$ -
Glenwood Springs Downtown Development Authority	Jillian Sutherland	Executive Director	\$ 9,842	\$ 8,000
Glenwood Springs High School After Prom Extravaganza (APE) Committee	Rebecca Romeyn	2025 APE Volunteer Committee Chair-Person Grant Assistant Volunteer	\$ 1,500	\$ 1,500
Glenwood Springs Kiwanis	Richard O'Connell	President	\$ 1,250	\$ 500
Glenwood Springs Summer of Music Inc.	Annie Olson	President	\$ 25,000	\$ 25,000
Glenwood Springs Youth Hockey Association	Mary Boyd	President	\$ 10,000	\$ 5,000
Great Expectations	Jenny Lindsay	Grants Manager	\$ 10,000	\$ 5,000
High Country Volunteers	Mary Moon	Executive Director	\$ 8,000	\$ 7,500
HomeCare and Hospice of the Valley	Heidi Schoomaker	Grant Writer	\$ 22,000	\$ 7,500
Junior Achievement of the Roaring Fork Valley	Tess Vanderhoof	District Manager	\$ 5,000	\$ 2,500
LIFT-UP	Tricia Aragon	Board President	\$ 25,000	\$ 12,500
Literacy Outreach	Martha Fredendall	Executive Director	\$ 7,000	\$ 3,500
Middle Colorado Watershed Council	Kate Collins	Executive Director	\$ 7,500	\$ 3,000
Mount Sopris Nordic Council inc.	Rachel Bachman Perkins	Executive Director	\$ 1,000	\$ -
Mountain Family Health Centers	Chelsea Wait	Grants Manager	\$ 20,000	\$ 20,000
Mountain Valley Developmental Services, Inc	Maura Masters	Director of Development	\$ 15,000	\$ 15,000
Our School	Anali Garcia	Director	\$ 6,500	\$ -
Pathfinders	Allison Daily	Executive Director	\$ 10,000	\$ 3,500

Organization Name	Application Contact Name	Title	Grant Amount Requested for 2025	FAB Recommendation
River Bridge Regional Center	Mary Cloud	Development Director	\$ 15,000	\$ 7,500
Roaring Fork Cycling	Avalon Guarino-Lewis	Fundraising Manager	\$ 10,000	\$ -
Roaring Fork Kayaking Club	Greg Albrecht	Executive Director	\$ 6,000	\$ 2,000
Roaring Fork Leadership	Lizz Bailey	Development Director	\$ 5,000	\$ -
Roaring Fork Outdoor Volunteers	Becca Schild	Executive Director	\$ 10,000	\$ 10,000
Roaring Fork Public Radio, Inc. dba Aspen Public Radio	Greg Albrecht	Community Relations	\$ 10,000	\$ 1,000
Roaring Fork Schools Foundation f/b/o Roaring Fork PreCollegiate	Alexandra Braeger	Development Coordinator	\$ 10,000	\$ 5,000
Roaring Fork Valley Early Learning Fund DBA Raising A Reader Aspen to Parachute	Suzanne Wheeler-Del Piccolo	Executive Director	\$ 5,000	\$ 5,000
Smiling Goat Ranch	Sheryl Barto	Founder/Executive Director	\$ 10,000	\$ 2,000
Sopris Barracuda Swim Team	Steve Vanderhoof	Head Coach	\$ 12,000	\$ 4,000
Stepping Stones of the Roaring Fork Valley	Emily Cool Greener	Development Director	\$ 10,000	\$ 7,500
Summit54	Terri Caine	Executive Director	\$ 25,000	\$ 10,000
Sunlight Ski Team Educational Foundation	Charlotte Hanks	Director of Operations	\$ 4,000	\$ 1,500
The Buddy Program (TBP)	Mindi Cabe	Grants & Data Manager	\$ 10,000	\$ 5,000
The Meeting Place	Karlynn Fulmer	Executive Director	\$ 5,000	\$ 5,000
The Salvation Army, Glenwood Springs	Cristina Ruiz		\$ 12,000	\$ 10,000
Three Rivers Little League	Brad Plantz	Authorized Representative	\$ 15,855	\$ 5,000
Valley Meals and More	Mary Kenyon	Executive Director	\$ 15,000	\$ 7,500
Valley Settlement	Sally Boughton	Development and Communications Director	\$ 8,500	\$ 8,500
West Mountain Regional Health Alliance	Cristina Gair	Executive Director	\$ 25,000	\$ 10,000
Western Slope Veterans Coalition	Jacqueline Allen	Grant Administrator	\$ 5,000	\$ 5,000
YouthZone	Ali Naaseh-Shahry	Development Director	\$ 20,000	\$ 20,000
			\$ 595,524	\$ 323,000



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Discussion with LIFT-UP about food insecurity

Action Requested: Tricia Aragon, Board Chair with LIFT-UP, will be here to present on the food insecurity in our region.

Department: City Administration

Presented By: Steve Boyd

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

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



The Food Crisis in Our Valleys

MAY 2025

Agenda

- Who is LIFT-UP?
- What is the current state of food Insecurity?
- How is LIFT-UP responding?
- How can you help?





LIFT-UP Our Mission

LIFT-UP is the leader in providing **equitable food security** for individuals and families: educating, building understanding, and support to **end hunger from Parachute to Aspen.**

We serve anyone experiencing food insecurity in Garfield, Eagle, and Pitkin Counties from Parachute to Aspen.



LIFT-UP Programs

Fill bellies from Parachute to Aspen through:

- + **Pantries of Choice:** 6 pantry locations: Parachute, Silt, Rifle, New Castle, Glenwood Springs, Carbondale
- + **3 Soup Kitchens:** Extended Table
- + **72-Hour Bags:** Emergency food
- + **Current Federal Programming:** CFSP, TEFAP
- + **New for 2025:** Mobile Pantry



NEW Mobile Pantry



Farm 2 Food Pantry

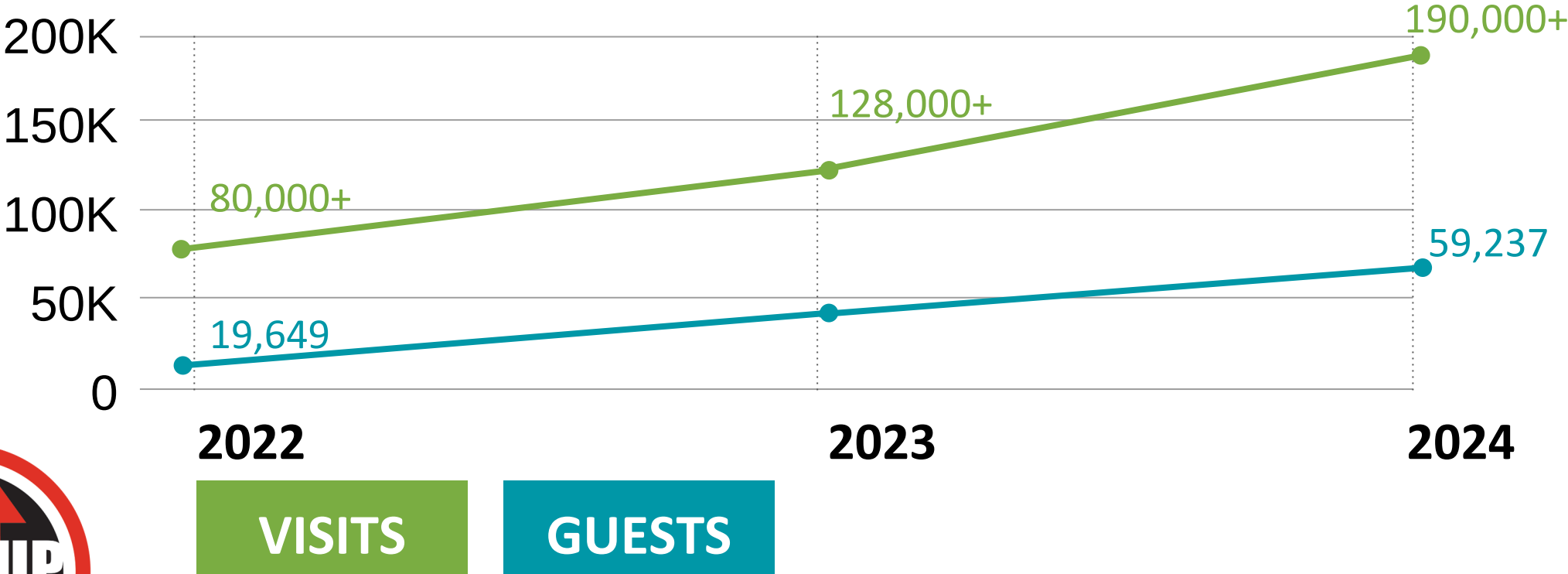
Partnering with local farms, ranches, and small businesses for healthy and nutritious food!

- Early Morning Orchard
- Two Roots
- Up Root
- Wild Mountain Seeds
- Rancho Duranzo
- Green Junction
- Highwater Farm
- ACES Rock Bottom Ranch
- Marigold Farms
- Mountain Meat Packaging



Skyrocketing Demand

LIFT-UP has experienced a 138% growth in visits.



LIFT-UP Serves

30% Children



35% Working Families

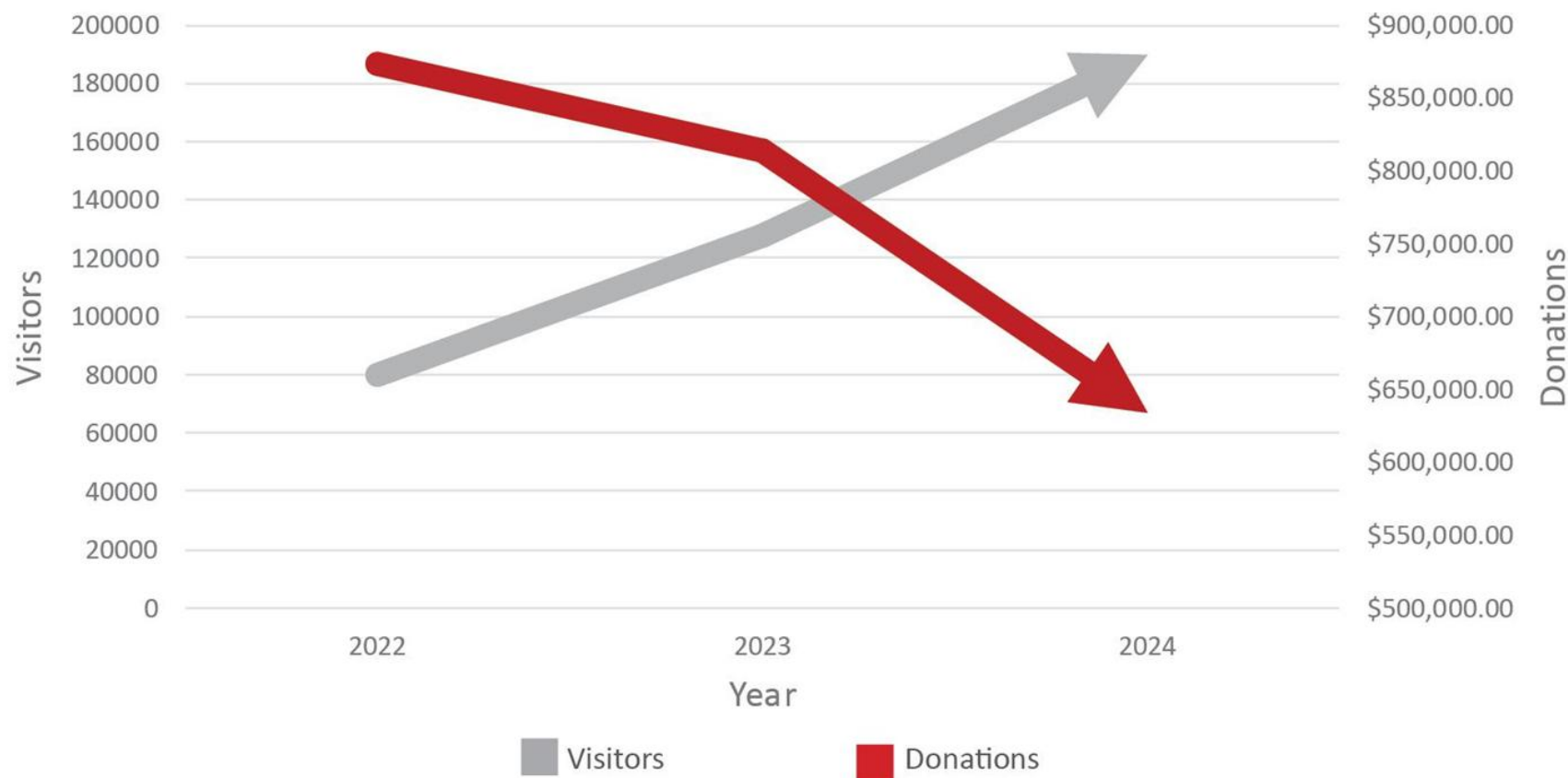


23% Seniors



The Widening Gap - Operating in the RED

Comparison: Visitors vs. Donations



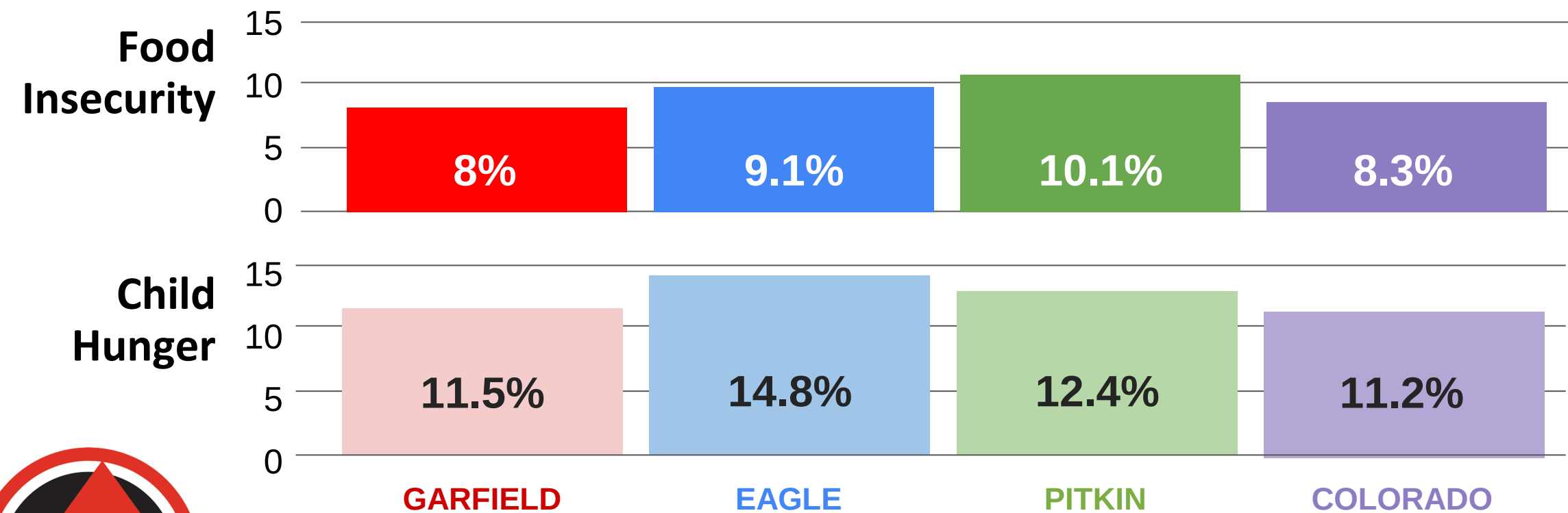
Current Economic Reality - The Perfect Storm

- Federal Nutrition Cuts
- Locally cost of living continues increase
- Post-Covid = no financial cushion



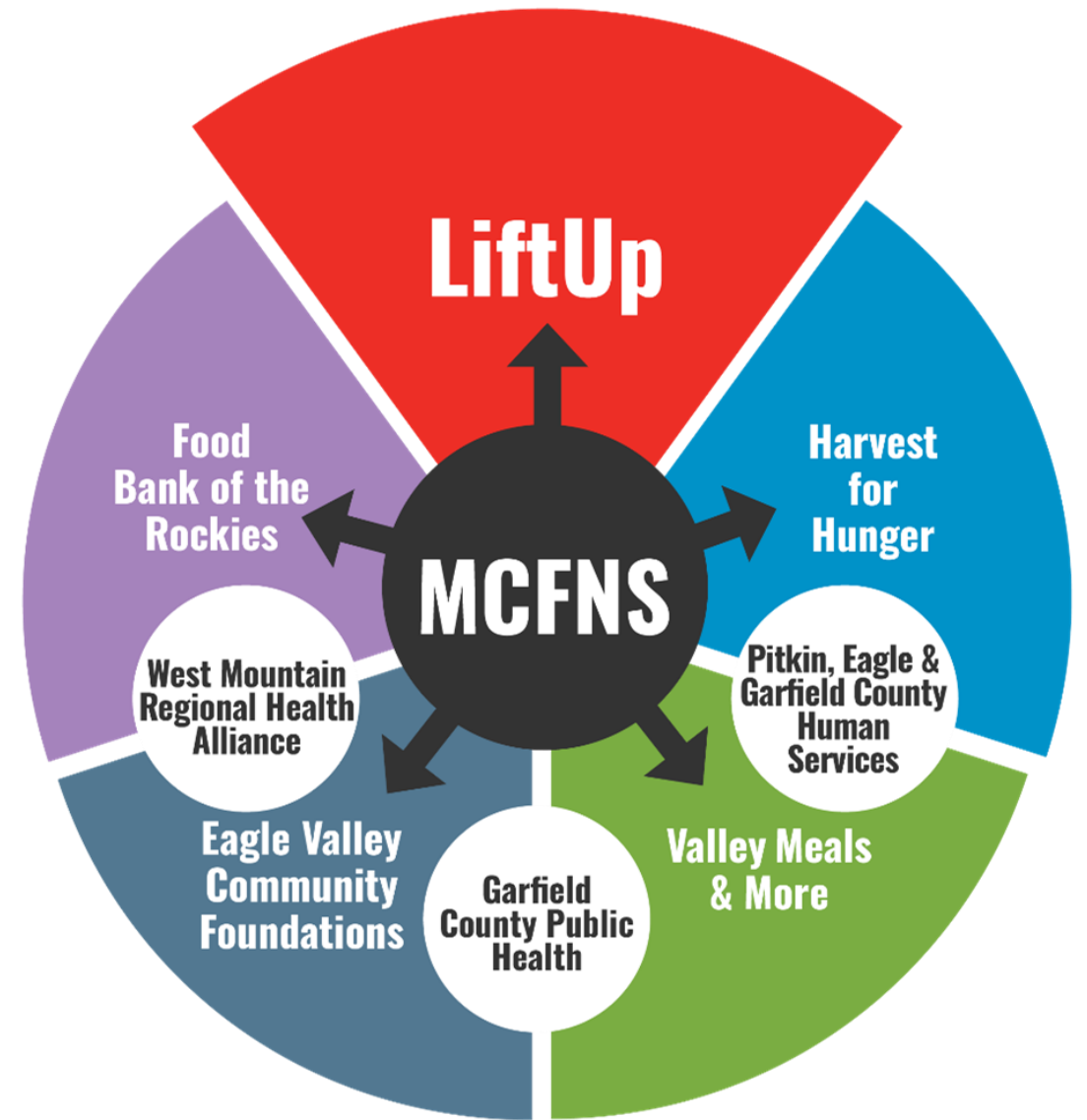
The Existing Food Insecurity Crisis

Food Insecurity in Colorado is 8.3% and 11.2% for children



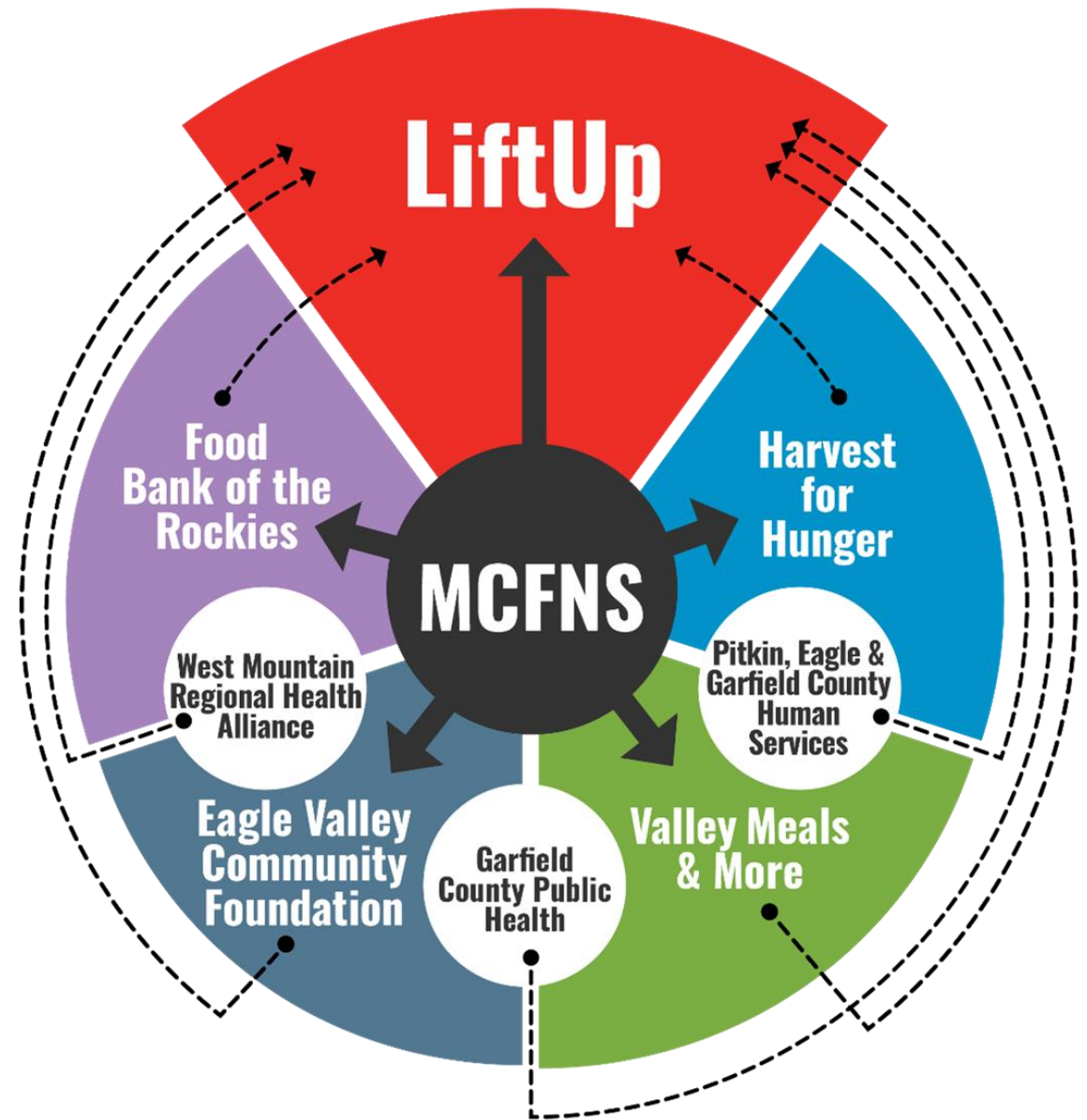
The Mountain Coalition for Food and Nutrition Security

A Regional Systems Approach to End Hunger



The Mountain Coalition for Food and Nutrition Security

A Regional Systems Approach to End Hunger



LIFT-UP Investments to Support Regional Efforts

2023-26 Strategic Plan

MCFNS Strategic Plan Items	LIFT UPs Implementation
> 25 miles between food distribution sites	Purchased and staffed mobile pantry, funding and executing on 72-hour bags at partner human service organizations
More fresh, locally sourced food	Launched and continued to expand the Farm 2 Food Pantry program through forward funded contracts to farmers and ranchers
Nutrition that aligns with personal choice	Expanded foods purchased and implemented “pantry of choice” model in all current distributions
Shared Food Hub - More accessible/robust warehousing + distribution	Purchased regional warehouse for food hub creation



Shared Food Hub and Headquarters



The Pickle

- Went into \$1.5M debt to expand our food distribution infrastructure in 2023
 - Support MCFNS goals
 - Respond to community need
 - Support local farmers
- Unprecedented growth in demand
- Reduction of donations
- Previous and pending fallout of federal and state funding



Cutting Back

- Eliminated drive-thru pantries —
Decrease food waste + staff
- Mortgage payment hold - 6 months
- Offset cost with more local/regional food drives
- Delayed hiring of ED, Program and Operations directors
- Implementing electronic inventory tracking system
- Closed the GWS thrift store
- Implemented guest visit limits



Fundraising Push

2025 Development Tactics:

- The LIFT-UP Board of Directors collectively contributed to a \$63,500 matching gift donation that was achieved in April
- Actively grant writing
- Hired development director - starting this month
- Targeting high-net-worth donors



What is at Stake?

- Partner Programs - 72-hour bags
- Extended Table - serves 17,000 guests
- Diaper Program - serves 729 households
- Close Parachute and Rifle Thrift Stores
- Close distributions locations where property is not owned
- **Turn away ONE in THREE** pantry guests



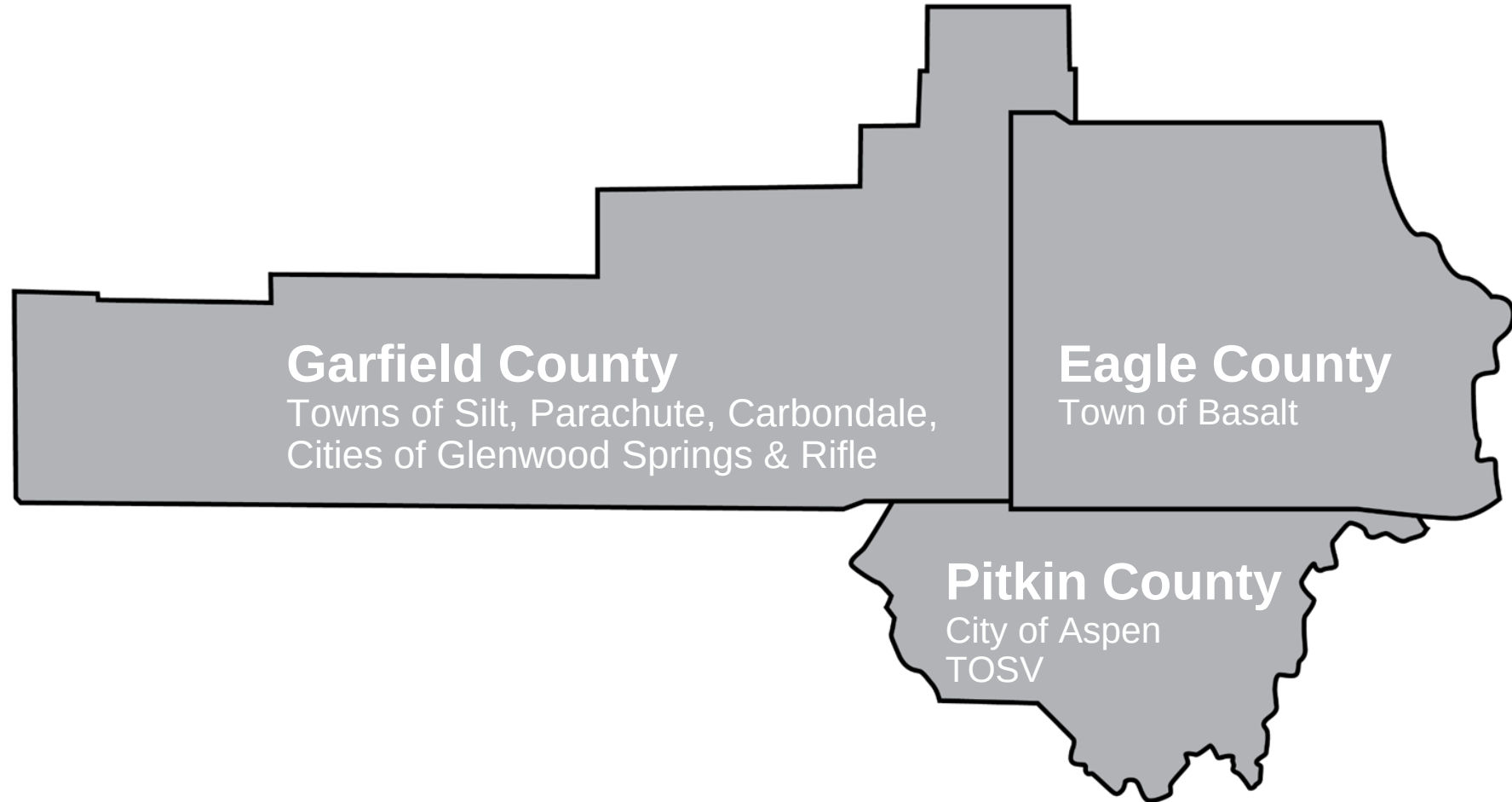
How We Can Get There

Get LIFT-UP back in the “black”

- Pay off capital debt needed to expand infrastructure for food access
- Have funds to put more food in bellies!



Investing Together in Food Security



THANK YOU!

“Charitable food assistance is critical for bridging the gap between federal food assistance and meeting basic needs.”

Colorado State University

Food Insecurity in the Parachute to Aspen Corridor Study 2024





City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Project Updates

Action Requested:

Department: Engineering

Presented By: Ryan Gordon

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

Background Info: Staff will provide an update to council on the various projects underway in the City.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: 6th Street

Action Requested:

Department: Engineering

Presented By: Ryan Gordon

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: 6th St work is on schedule and the road will be reopened as planned on June 13 - we are trying to open up sooner if possible. Updates will be provided at Thursday's council meeting.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: South Canyon

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

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: Some trails in South Canyon are closed to allow for mitigation efforts related to the coal seam fires.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: 27th Street

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

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: 27th St bridge will be shut down from the morning of Saturday June 7th to Sunday June 8th for routine maintenance. Ped/bike bridge will remain open during work.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Blake Avenue

Action Requested: NA

Department: Engineering

Presented By: Ryan Gordon

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: Blake Ave phase 2 is progressing with waterline and sewer work at 23rd and Blake intersection and sewer work on Blake between 21st and 23rd. Planned closure of 23rd at Grand Ave anticipated to start on June 9. More info will be provided on Thursday.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item:	Discussion regarding the unhoused population
Action Requested:	This is a discussion about the limitations and what might be possible when it comes to our unhoused population.
Department:	City Clerk
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	City Council has had many discussions regarding this topic but usually as subtext of other items. Several images are attached to this staff report. Additionally, the City of Durango has implemented an innovative solution that is described here if you copy and paste this link into your web browser.: https://www.durangoco.gov/1267/Homelessness-in-Durango .
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA



























City Council
STAFF REPORT
City of Glenwood Springs
June 5, 2025

Agenda Item: Unita update

Action Requested:

Department: Attorney

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: