



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JUNE 19, 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

4:00	1. River Commission Joint Work Session	Information/Discussion
4:30	2. Energy and Climate Action Plan (ECAP) Mid-Year Progress Report	Information/Discussion
5:00	Break to get dinner	
5:15	3. Code Amendment Process	Information/Discussion

ZOOM INSTRUCTIONS

Join from PC, Mac, iPad, or Android:
<https://us02web.zoom.us/j/87665162794>

Join via audio: +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)
*If joining by phone only, press *9 to raise your hand to speak for public comment.*
Webinar ID: 876 6516 2794
International numbers available: <https://us02web.zoom.us/j/87665162794>

REGULAR SESSION

6:15	4. Roll Call	
	5. Agenda Changes	
	6. Disclosure of any Councilor conflicts of interest	
	7. Council Announcements	
	8. Citizens Appearing Before Council and Council Response(for items not on the Agenda-comments limited to 3 minutes)	
	9. Consent Agenda	Discussion and/or Action
	A. June 5, 2025 Council Minutes	
	B. Youth Representative Appointment to Historic Preservation Commission	
	C. Award Request for Proposal (RFP) 2025-23P Stormwater Master Plan	

ACTIONS AND/OR PRESENTATIONS

10.	Project Updates	Information/Discussion
	A. 6th Street	
	B. South Bridge	
	C. Blake Avenue	
11.	Glenwood Springs Mountain and Aspen-Basalt Mobile Home Parks	Discussion and/or Action

- | | |
|---|--------------------------|
| 12. Mountain Mobile Home Park Funding Conditions | Discussion and/or Action |
| 13. Code Amendments to Title 070 and Title 030 Related to Accessory Dwelling Units, Design Standards, Use Definitions, and errata corrections. | Discussion and/or Action |
| A. Ordinance 2025-19; Code Amendments to Title 070 | |
| B. Ordinance 2025-20; Code Amendment to Title 030 | |
| 14. Council Comments | |
| 15. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 16. Social Event Announcement | |
| 17. Executive Session regarding Mitchell Cooper Litigation and South Bridge | Discussion and/or Action |
| An executive session for a discussion with City Attorney, pursuant to C.R.S. § 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and pursuant to C.R.S. § 24-6-402 (4)(b) to receive legal advice on specific legal questions both regarding the South Bridge Project and C.R.S. § 24-6-402 (4)(b) for the purposes of receiving legal advice from the City Attorney relating to litigation styled <i>Mitchell Cooper Ditch and Pipeline Company v. City of Glenwood Springs and Roaring Fork Transportation Authority</i> . | |
| 18. Adjournment | |

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City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: River Commission Joint Work Session

Action Requested: Informational only, none requested.

Department: Economic and Community Development

Presented By: Jim Hardcastle

Strategic Goals: Protect and Preserve our Quality of Life
Preserve and Improve Infrastructure

Background Info: This work session is a yearly opportunity for the River Commissioners to detail their activities in the last year with the City Council and discuss their efforts to meet the expectations of the Powers and Duties of the River Commission (as defined in Title 020 of the Glenwood Springs Municipal Code); (g) Powers and duties of River Commission.

Issues:

○ **AGENDA**

- **Role of the River Commission**
- **Action Item List 2025**
- **Past Year Recap**
 - RiverFEST 2024 (This Year: August 2, 2025)
 - Inaugural SPRINGTIME River Cleanup 2025 (April 26, 2025)
 - Threemile Confluence Restoration Project
 - Invasive Specie Removal event (September 7 & 10, 2024) (in place of the yearly planting event)
 - Code amendments
 - Webinars
 - Youth representation
- **River Corridor Master Plan (RFP)**
- **Annual Combined Joint Float**
 - Fall: Saturday TBD by poll for the 1st, 2nd, or 3rd Saturday, **9-noon**
OR **noon-3**
- **Website Resources**

Fiscal Impact: None at this time.

Legal Review: NA

Staff Recommendation: NA

2025 ACTION ITEMS - RIVER COMMISSION – CITY OF GLENWOOD SPRINGS

- Blue: master plan topics
- Yellow: River Commission's priority projects
- Green: discrete event
- Grey: not prioritizing this year, reevaluating relevance and priority next year.

(Revised June 10, 2025)

POWERS & DUTIES	KEY ISSUES	Prior Years, Potential Future Priorities & Goals to Maintain and/or Monitor	ACTION ITEMS	NOTES & DATES	CHAMPION (Lead)
To investigate, study, and report to the City Council all matters concerning the use, enjoyment, conservation of the rivers and streams in the City and its environs and the open space adjacent thereto including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.	EDUCATION	- Consider creating a River Warrior volunteer program. - At the Council’s request hold an annual work session to review actions taken by the Commission regarding the foregoing functions and discuss future plans. - Strategic outreach. - Provide educational platform. - Increase awareness of River Commission.	- Hold at least two public education/public outreach presentations related to the Commission's Key Issues (potential topics listed below). In conjunction, submit a letter to the editor related to the presentation topic. (404 Clean Water Act, Mitchell Creek, Xeriscaping, FEMA mapping from fire, RICD, and River Watch). - Work with Colorado Parks and Wildlife, Roaring Fork Conservancy, and Middle Colorado Watershed Council (MCWC) on signage effort and coordinating with Three Mile Creek Confluence. - Better utilize and promote River Commission website to promote education efforts. - Increase social media awareness. - Attend Earth Day activities and provide supportive materials.		Chip Fisher (L) Jim Hardcastle
	CONSERVATION	Increase awareness of conservation practices for homeowners.	- Develop Xeriscape program. - Distribute Xeriscape pamphlets. - Support MCWC dashboard efforts.	April 22	Chris Sharrow (L)
	WATER QUALITY	- Review and provide recommendations on stormwater management for major development projects. - Identify additional locations for "drain to creeks" painting at inlets. - Monitor 303d listings. - Monitor City's effort to reconnect south Glenwood raw water supply. - Monitor Rocky Mountain Resources quarry expansion. - Monitor pre and post fire effects. - Monitor south Glenwood Springs raw water intake. - Monitor RMI quarry issues. - Raise awareness and educate people about water quality.	- Evaluate water quality impacts in densely developed areas and existing water quality treatment. - Monitor status of stormwater master plan and potential implementation of water quality structures. - Work with City on implementing dog waste disposal cans in riparian areas. - Partner with Parks and Recreation Commission on invasive species removal.	Invasive/Fall	Master Plan
	RIPARIAN ECOSYSTEM	- Help coordinate distribution of the Riparian Planting Guide. - Encourage Council funding of an inventory of existing riparian habitat and mapping of the ordinary high-water mark.	- Distribute/disseminate Riparian Planting Guide (in partnership with MCWC) to local landscapers, retailers, on City social media outlets, and at farmer's markets. - Develop invasive species guide, beta-test, and manage distribution to interested entities. - Investigate certified landscaping program, with MCWC and Colorado Parks & Wildlife approval. - Add wetland and OHWM to the online GIS map (in partnership with MCWC).		Chip Fisher (L)
	WATER RIGHTS	Monitor demand, supply, and management of City's water resources (i.e. water rates. drought management, recreational in-channel diversions, storage, non-potable supply).	- Monitor City's water supply/resiliency. - Review opportunities to study flows of smaller tributaries. - Monitor RICD progression.		Master Plan
	BOAT RAMPS	- Work with CPW, Council & Staff to develop an improved permitting/tracking system for commercial rafting and angling operators at Two River Park. - Work with CPW, Council & Staff to develop a boat ramp in the City, continuing to evaluate commercial river access.	- Promote and investigate opportunities for a new boat ramp in the City. - Improve existing boat ramp access.		Master Plan
	ACCESS	Work with Parks & Rec Staff to determine which river access points are suitable for various recreational uses (fishing, dog play, etc.). Provide recommendations on appropriate development of bike parking, vehicle parking, signage, and paths.	- Improve/stabilize historic river access paths on City owned parcels (just upstream of the Red Mountain Passage, 12th Street dog park, pavilion, Giles Property, Park East Upstream). - Hold River Commission boat float to investigate access conditions, necessary signs, infrastructure, etc. - Invite City Council, Parks & Recreation Commission, and select City staff and leadership.	Early September	Jim Hardcastle
	MAPPING	- Develop an adopt-a-river-section program - Work with the Chamber to update river access map, as necessary.	- Further discuss program ideas. - Contact Chamber, Parks and Recreation Department, and local fishing retailers.		Master Plan
To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.	CITY PARKS & OPEN SPACE	- Monitor restoration associated with the Two Rivers Shoreline Project - Implement and de guidance on construction of Three Mile Creek Confluence project. - Monitor South Bridge development. - Monitor planning efforts for the redevelopment of the Confluence Area.	- Monitor grant applications. - Monitor Three Mile Confluence Restoration construction. - Monitor implementation of South Canyon Master Plan. - Hold an annual meeting with Parks and Recreation Commission - Monitor and participate in City discussions related to Confluence Area redevelopment.	Summer	Erika Gibson (L)
	CONFLUENCE AREA				Master Plan
To promote celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.	FALL PLANTING	Monitor health of past riparian plantings.	Organize one or more annual riparian planting on City owned property.	Fall	Erika Gibson (L) Jim Hardcastle
	RIVERFEST & SPRINGTIME RIVER CLEANUP	- RIVERFEST River Cleanup, first Saturday of August each year dating back to at least 2011. - SPRINGTIME River Cleanup, the inaugural event was held April 26, 2025	- Organize both annual clean-up community events. - Increase education and outreach at the RiverFest and SPRINGTIME events. - Evaluate the opportunity to remove invasive species at the events and/or provide education. - Engage attendees to document various issues associated with the rivers.	August 3	All Commissioners Jim Hardcastle
To investigate, study and report to the City Council on grants, donations, and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.	FUNDING		Develop a list of applicable grants for river related work.		All Commissioners



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Energy and Climate Action Plan (ECAP) Mid-Year Progress Report

Action Requested: None requested at this time.

Department: Economic and Community Development

Presented By: Jim Hardcastle

Strategic Goals: Preserve and Improve Infrastructure

Background Info: The **Energy & Climate Action Plan (ECAP)** as approved on August 15, 2024, is in its first year of program management for the calendar year 2025, with **Clean Energy Economy for the Region (CLEER)** hired to serve as consultant on the development of the ECAP. The plan's focus is on reducing greenhouse gas emissions within the City's municipal operations, recognizing that there are opportunities for significant energy savings and that the strategies recommended are within its sphere of influence. The action steps taken by the City can also be a model for the community and demonstrate actions that can be taken to reduce our contribution to climate change. CLEER additionally operates the programs and services of Garfield Clean Energy (GCE), a countywide collaborative that includes the City of Glenwood Springs and is guided by a set of five goals and guiding plan. They have developed valuable regional inventories, energy action plans, and implementation strategies for Garfield County, including Glenwood Springs. CLEER's role was approved to ensure the plan aligns with community values and other local clean energy initiatives and to support in-person outreach to stakeholders. Project duration: The project began with an approved contract on January 1, 2025, to continue through the full calendar year 2025. This phase of the project will last for 1 year with an option to renew in subsequent years if desired.

Key Areas of Support

- Community Engagement/Transparency: Ensuring that all stakeholders are informed and involved in the implementation process.
- Funding/Financing: Identifying funding opportunities to support the implementation of ECAP initiatives.
- Key Performance Indicator Assessment: Regularly assessing progress through clear and measurable KPIs.
- Improved Data Collection: Enhancing data accuracy and consistency across all sectors.
- Capacity Building/Internal Processes: Strengthening the city's capacity to manage and implement the ECAP.
- Comparison to Peer Cities: Benchmarking progress against similar cities to identify best practices and areas for improvement.
- Cost-Benefit Analysis: Providing cost-benefit analysis to inform decision-making on specific actions.

Issues: This informational mid-year update concerning program management is brought to the Council at this time to generally highlight the progress of CLEER in meeting the Key Areas of Support as outlined in the agreement for professional services.

Fiscal Impact: none at this time.

Legal Review: NA

Staff Recommendation: informational only

RESOLUTION 2024-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, ADOPTING THE
ENERGY AND CLIMATE ACTION PLAN.**

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, in 2009, the City adopted its first Climate Action Plan and has undertaken numerous actions to reduce greenhouse gas emissions in our community based on that plan; and

WHEREAS, in 2022, City staff and community members determined that it would be beneficial to update the Climate Action Plan; and

WHEREAS, since 2022 a local steering committee and a team of consultants developed an Energy and Climate Action Plan for the City attached as **Exhibit A** (the “Action Plan”); and

WHEREAS, the Glenwood Springs City Council find and believes it is in the best interest of the City to adopt the Action Plan attached as **Exhibit A**.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Action Plan attached as **Exhibit A**.

INTRODUCED, READ, AND PASSED THIS 15TH DAY OF AUGUST 2024.

CITY OF GLENWOOD SPRINGS, COLORADO



Ingrid Wussow, Mayor

ATTEST:



Ryan Muse, City Clerk



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ENERGY AND CLIMATE ACTION PLAN



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2024

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

The City of Glenwood Springs has long been dedicated to sustainability and climate action. In 2019, Glenwood Springs achieved a significant milestone by procuring 100% renewable energy through its contract with the Municipal Energy Agency of Nebraska (MEAN), making it one of only two utilities in the state to reach this goal. The 2024 Energy and Climate Action Plan (ECAP) marks a significant step in the ongoing efforts to reduce greenhouse gas (GHG) emissions and promote renewable energy, reflecting the City's commitment to creating a sustainable future for the community.

Work on the 2024 ECAP began with a Greenhouse Gas Inventory, based on emissions from City operations in calendar year 2022. The inventory showed that **2022 emissions totaled 33,702 metric tons of carbon dioxide equivalent (MT CO₂e)**. The majority source of these emissions, 90%, was the South Canyon Landfill.

The City has set a target to reduce emissions from municipal operations by 60% by 2035 compared to a 2022 baseline, in accordance with the latest scientific guidelines and the objectives of the Paris Agreement to limit global warming to 1.5°C above pre-industrial levels. The emission reduction target for the City currently excludes emissions associated with the South Canyon Landfill. Given the challenges that will come with addressing these emissions and the fact that a landfill expansion is being anticipated, this data was excluded from the City's target. The City will set a specific emission reduction target for the South Canyon Landfill after a methane emission study in 2026.

In an effort to meet this ambitious emission reduction target, the ECAP provides a strategic roadmap with five focus areas: **Energy, Buildings, Waste Management, Transportation, and Parks & Natural Systems**. The roadmap includes goals, strategies, and actions for each of the five focus areas. An associated implementation plan was also developed which outlines implementation and completion years for each strategy and a calculated priority score based on potential for emission reductions and cost of implementation.

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- FIGURE 3** Comparison of City municipal emissions
- FIGURE 4** City municipal emissions excluding landfilled waste methane emissions by MTCO₂e
- FIGURE 5** City municipal emissions excluding landfilled waste methane emissions by percentage
- FIGURE 6** Estimated 2018 municipal emissions (excluding landfilled solid waste methane emissions)
- FIGURE 7** City Adjusted Business-as-Usual (ABAU) Forecast (2022-2050) excluding landfilled waste emissions
- FIGURE 8** Comparison of State of Colorado and Glenwood Springs emissions reduction targets
- FIGURE 9** Actual 2005-2022 and estimated 2023-2050 emission forecast comparison between the Adjusted Business-as-Usual (ABAU) and a Science Based Target (SBT) while excluding the emissions from the landfill
- FIGURE 10** Five-Point framework categories
- FIGURE 11** Best Case Scenario for ECAP

ACRONYMS

ABAU	Adjusted Business-As-Usual	kW	kilowatt
BAU	Business-As-Usual	kWh	kilowatt hour
CAFE	Corporate Average Fuel Economy	L1/2/3	Level 1, 2, or 3 charger
CH₄	Methane	MEAN	Municipal Energy Agency of Nebraska
CLEER	Clean Energy Economy for the Region	MT	metric ton
CO₂	Carbon dioxide	MT CO₂e	Metric Ton of Carbon Dioxide equivalent
CO₂e	Carbon dioxide equivalent	N	Nitrogen
ECAP	Energy & Climate Action Plan	N₂O	Nitrous oxide
eGRID	Emissions & Generation Resource Integrated Database	PFCs	Perfluorocarbons
EPA	Environmental Protection Agency	RFTA	Roaring Fork Transportation Authority
EV	Electric Vehicle	RMPA	Rocky Mountain Power Area
GHG	Greenhouse Gas	SBT	Science Based Target
GWP	Global Warming Potential	SF₆	Sulfur hexafluoride
HOA	Homeowner association	VMT	Vehicle Miles Traveled
ICE	Internal combustion engine	WECC	Western Electricity Coordinating Council
ICLEI	International Council for Local Environmental Initiatives	W/WW	Water and Wastewater



ACKNOWLEDGEMENTS

CITY OF GLENWOOD SPRINGS LEADERSHIP

Ingrid Wussow, Mayor
Marco Dehm, Mayor Pro Tem
Jonathan Godes, City Council Member
Shelley Kaup, City Council Member
Sumner Schachter, City Council Member
Mitchell Weimer, City Council Member
Erin Zalinski, City Council Member

ECAP OPERATIONS TEAM

Steve Boyd, City Manager
Matt Langhorst, Public Works Director
Rod Tarullo, Parks and Recreation Director
Shelley Kaup, City Council Member
Heather McGregor, Glenwood Springs resident
Jim Hardcastle, Long Range Principal Planner

ECAP STEERING COMMITTEE

Liz Mauro, Landfill Manager
Bryana Starbuck, Public Information Officer
Warren Hays, Water and Wastewater Plant Operations Superintendent
Doug Hazzard, Electric Superintendent
Ethan Durham, Facilities Superintendent
Dan Roper, Parks Superintendent
Hannah Klausman, Economic and Community Development Director

CONSULTING TEAM

BLUE STRIKE ENVIRONMENTAL

Rich Swanson, Climate & Energy Division Director
Andrea Green, Climate & Energy Analyst
Anna Bugankova, Energy & Carbon Markets Program Manager
Sol Shepherd, Climate & Energy Analyst

CLEAN ENERGY ECONOMY FOR THE REGION (CLEER)

Morgan Hill, Associate Director
Christina Matzl, Clean Energy Program Associate

GRATITUDE to the City staff and individuals in the City of Glenwood Springs who participated in our focus groups and workshops. We also extend our deep appreciation to all City staff for completing our ECAP survey, and to every individual who supplied data requests and offered their insights, expertise, and support in shaping this Energy and Climate Action Plan—**THANK YOU.**

INTRODUCTION





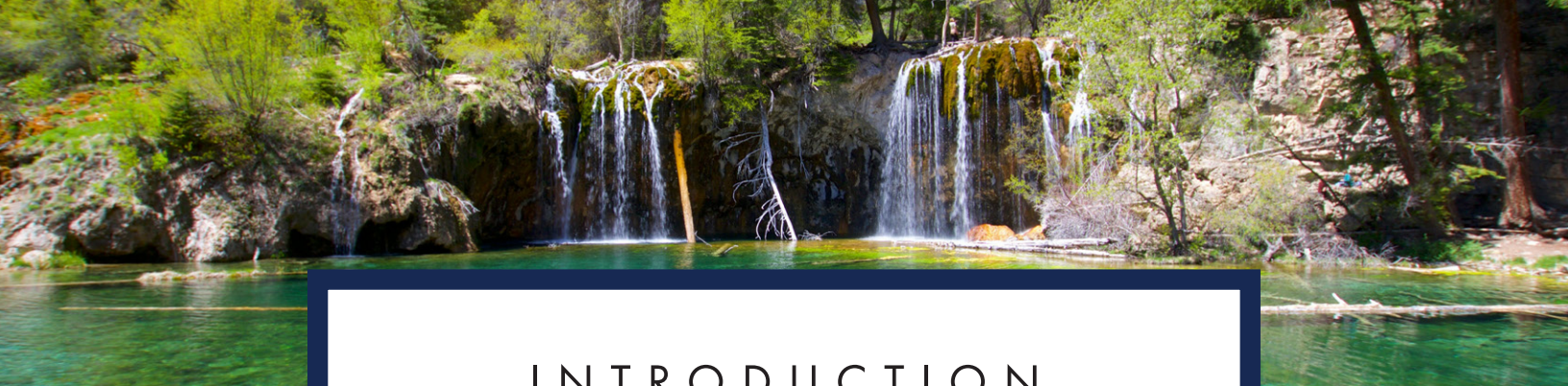
INTRODUCTION

BACKGROUND

The City of Glenwood Springs, Colorado, is a vibrant and forward-thinking community. Home for 10,264 residents and tourism destination for nearly 1.3 million others, the City is nestled at the mouth of western Colorado's Glenwood Canyon. It sits at the confluence of the Roaring Fork and Colorado rivers, which are popular for rafting, fishing, and boating. It boasts captivating mountain views and pristine natural landscapes. There are two hot springs resorts in town, a mountain-top theme park, and multiple ski resorts nearby.

The City has a long-standing commitment to climate action and resource conservation. Its first Climate Action Plan was developed in 2009, and the City has taken meaningful steps to reduce its greenhouse gas emissions since that time. As a key member of the Garfield Clean Energy Collaborative, the City has played an important role in improving energy efficiency for residential and commercial buildings, expanding renewable energy as part of the electricity supply, and promoting clean transportation practices. A variety of commissions and boards also foster the City's progress on environmental topics, including the River Commission, Parks and Recreation Commission, and Transportation Commission.

In 2022, City staff and engaged citizens determined that it was timely and valuable to create a new Energy and Climate Action Plan (ECAP) to further progress on its climate and environmental goals. One of the overarching goals identified in the 2023 Comprehensive Plan Update is for Glenwood Springs to "advance climate and resiliency goals as a core community value". Climate and resiliency planning is of critical importance as a changing climate will have profound impacts on our community, the environment, public safety, the economy, quality of life, and the infrastructure of Glenwood Springs. Recognizing that significant energy savings and emissions reductions could be achieved through changes to municipal operations, City leaders decided to focus primarily on programs and projects that are within their purview.



INTRODUCTION

OUR PROGRESS

Because Glenwood Springs owns a municipal electric utility, it can choose its sources for electricity and offer programs to the community to reduce energy use. It has offered energy efficiency and renewable energy rebates to residents and businesses since 2012, including for both income-qualified and non-income-qualified residents. Customers can also receive rebates for residential EV charging as well as e-bikes. In 2019, the City procured 100% renewable energy through its contract with the Municipal Energy Agency of Nebraska (MEAN), becoming one of only two utilities in Colorado to achieve this goal. In 2023, the City began offering rebates for water efficiency as well.

Through these programs and in longstanding partnership with Garfield Clean Energy and Clean Energy Economy for the Region (CLEER), the City has implemented about 1,050 energy savings measures in 529 households and 165 businesses, saving residents an estimated \$633,768 on their utility bills since 2014. The City has also actively participated in energy tracking of its own facilities, and made improvements to efficiency when issues are identified.



**"THE CITY HAS
IMPLEMENTED
ABOUT 1,050
ENERGY SAVINGS
MEASURES..."**



INTRODUCTION

ECAP DEVELOPMENT PROCESS

The 2024 Glenwood Springs ECAP is a culmination of work completed by the ECAP Operations Team, Steering Committee, and consulting teams between September 2023 and August 2024. The City hired Blue Strike Environmental and expanded its existing contract with CLEER to serve as consultants for the ECAP update. The process began with an online survey of City staff that generated 21 responses, followed by five focus groups attended by 31 staff and community members. Each of the focus groups was oriented around one of the five framework categories. Individuals from several City departments, including Administration, Community Development, Public Works, and Parks & Recreation, as well as members of several local organizations such as the Middle Colorado Watershed Council and Wright Water Engineers.

Meanwhile, Blue Strike and CLEER collected data to conduct a comprehensive municipal GHG inventory that would later inform the strategy development process for the ECAP. Once the Operations Team had established a GHG emission reduction target, Blue Strike presented the first draft of goals, strategies, and actions to complement the ambitious target. This roadmap went through a vigorous review process incorporating the City Council and subject experts from the City, CLEER, and Blue Strike. A final ECAP document was drafted and reviewed by the Operations Team and Steering Committee, and presented to the Glenwood Springs City Council on August 15, 2024.



**"THIS ROADMAP WENT
THROUGH A VIGOROUS
REVIEW PROCESS"**

2024

MUNICIPAL GREENHOUSE GAS INVENTORY





MUNICIPAL GREENHOUSE GAS INVENTORY

The Municipal Greenhouse Gas Inventory for the City of Glenwood Springs provides an assessment of greenhouse gas (GHG) emissions from municipal activities in 2022. This inventory identifies primary emission sources, evaluating both direct emissions from activities like natural gas combustion and indirect emissions from purchased electricity. This inventory gathered data from primary sources within the City of Glenwood Springs, and used emission factors from the EPA, US Local Government Operations Protocol and others gathered directly from the City.

The inventory was conducted using the ICLEI ClearPath tool and follows the US Local Government Operation Protocols for Greenhouse Gas Accounting. This methodology ensures accurate emission measurements, aiding Glenwood Springs in making informed decisions to reduce its emissions. The GHG inventory covers emissions from various sectors, including buildings & facilities, street lights & traffic signals, vehicle fleet, employee commute, solid waste facilities, water & wastewater treatment facilities, and process & fugitive emissions.¹ Calculates are made using municipal usage data **(Figure 1)** and emissions factors provided by the EPA.

¹ **Fugitive emissions** refer to the unintentional release of greenhouse gasses (GHGs) into the atmosphere primarily during the transportation and distribution of natural gas and other industrial activities. More information regarding fugitive emissions can be found in Appendix A.

MUNICIPAL GREENHOUSE GAS INVENTORY

FIGURE 1: MUNICIPAL USAGE DATA FOR 2022

SECTOR	SOURCE	USAGE	UNIT
Buildings and Facilities	Natural Gas Combustion	200,423	Therms
	Electricity Consumption	2,559,101	kWh
Streetlights and Traffic Signals	Electricity Consumption	106,735	kWh
Vehicle Fleet	Off Road Gasoline	2,665	Gallons
	Off Road Diesel	42,667	Gallons
	Gasoline Consumption	54,951	Gallons
	Diesel Consumption	26,176	Gallons
Employee Commute	Annual VMT	1,560,000	Miles
Solid Waste Facilities	Composting Facilities	6,555	Tons
	Electricity Consumption	54,194	kWh
	Methane Emissions	1,066	Metric Tons CH ₄
Water and Wastewater Treatment Facilities	Wastewater Electricity Consumption	1,304,894	kWh
	Daily Nitrogen	20	Kg N/day
	Potable Water Electricity Consumption	417,765	kWh
Processes and Fugitive Emissions	Natural Gas Distribution	0.02	Leakage

MUNICIPAL GREENHOUSE GAS INVENTORY

In 2022, Glenwood Springs' municipal operations emitted a total of 33,702 metric tons of carbon dioxide equivalent (MT CO₂e).² The sector breakdown is as follows:

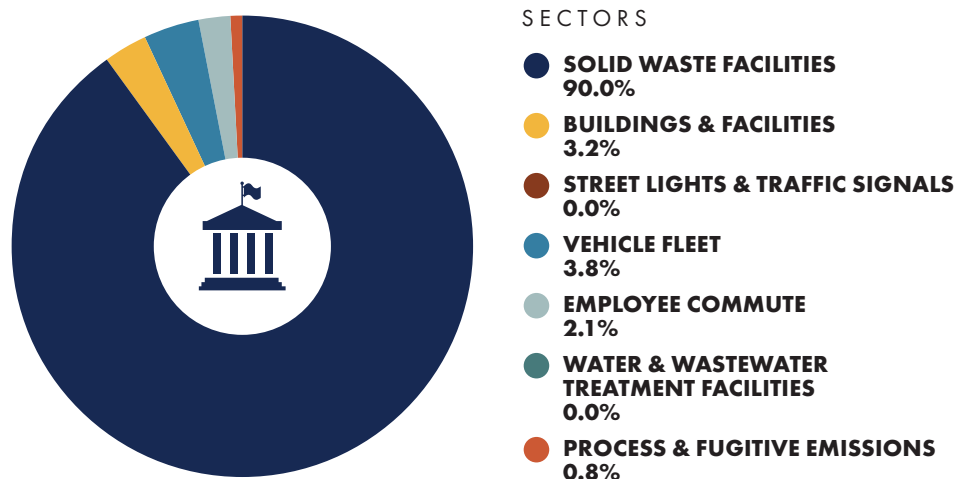
FIGURE 1: MUNICIPAL USAGE DATA FOR 2022

SECTOR	METRIC TONS OF CO ₂ e	% OF TOTAL EMISSIONS
Vehicle Fleet	1,291	3.83%
Buildings & Facilities	1,065	3.16%
Employee Commute	726	2.15%
Process & Fugitive Emissions	272	0.81%
Water & Wastewater Treatment Facilities	15	0.04%
Street Lights & Traffic Signals	0	0%
SUBTOTAL	3,369	9.99%
Solid Waste Facility	30,333	90%
TOTAL	33,702	99.99%

² CO₂e, or carbon dioxide equivalent, is a metric used to compare the emissions of various greenhouse gasses based on their global warming potential (GWP), expressed in terms of the amount of CO₂ that would have the same warming effect over a specific period. More information can be found in Appendix A.

MUNICIPAL GREENHOUSE GAS INVENTORY

FIGURE 3: COMPARISON OF CITY MUNICIPAL EMISSIONS



The City's Solid Waste Facility,³ due to methane emissions from the South Canyon Landfill, is the most significant emission source. Methane's global warming potential is 28 times greater than that of carbon dioxide, which accounts for the significant influence of emissions that occur at the municipal landfill.

Because methane emissions from solid waste at the South Canyon Landfill account for such a large percentage of overall emissions from City operations, and because an intensive methane study of the landfill is to be completed in 2026, the ECAP planning team opted to separate solid waste emissions from the remainder of emissions from city operations. This provides a clearer look at other city operations.

Figures 4 and 5 show the emission breakdown excluding emissions from mixed solid waste at the municipal landfill. While Figures 4 and 5 exclude methane emissions from solid waste, emissions from other sources still occur at the facility. These are attributed to heavy equipment used for all solid waste and recycling operations and electricity use.

³ Solid Waste Facilities is a scope 1 category as defined by the U.S. Greenhouse Gas Protocol. In the case of Glenwood Springs, the South Canyon Landfill is the only solid waste facility under operational control of the City.

MUNICIPAL GREENHOUSE GAS INVENTORY

FIGURE 4: CITY MUNICIPAL EMISSIONS EXCLUDING LANDFILLED WASTE METHANE EMISSIONS BY MTCO₂e

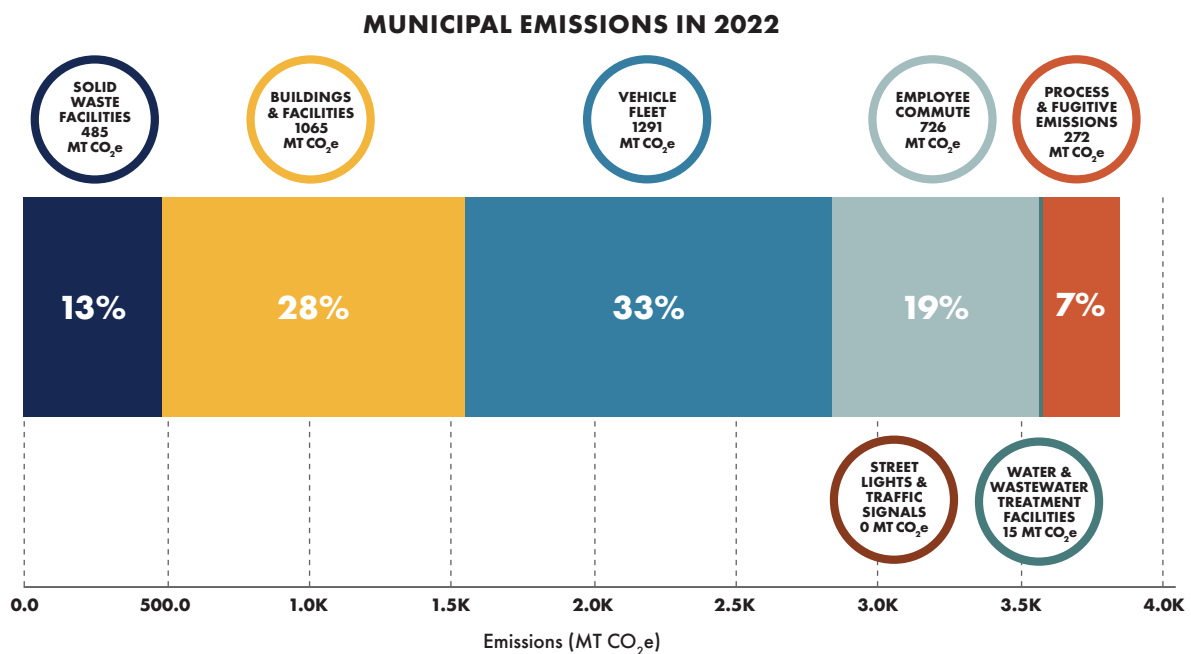
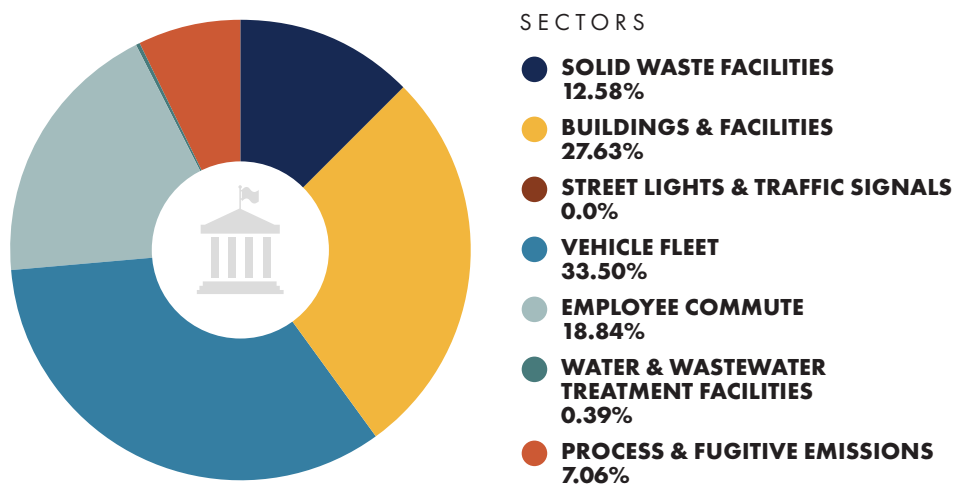


FIGURE 5: CITY MUNICIPAL EMISSIONS EXCLUDING LANDFILLED WASTE METHANE EMISSIONS BY PERCENTAGE



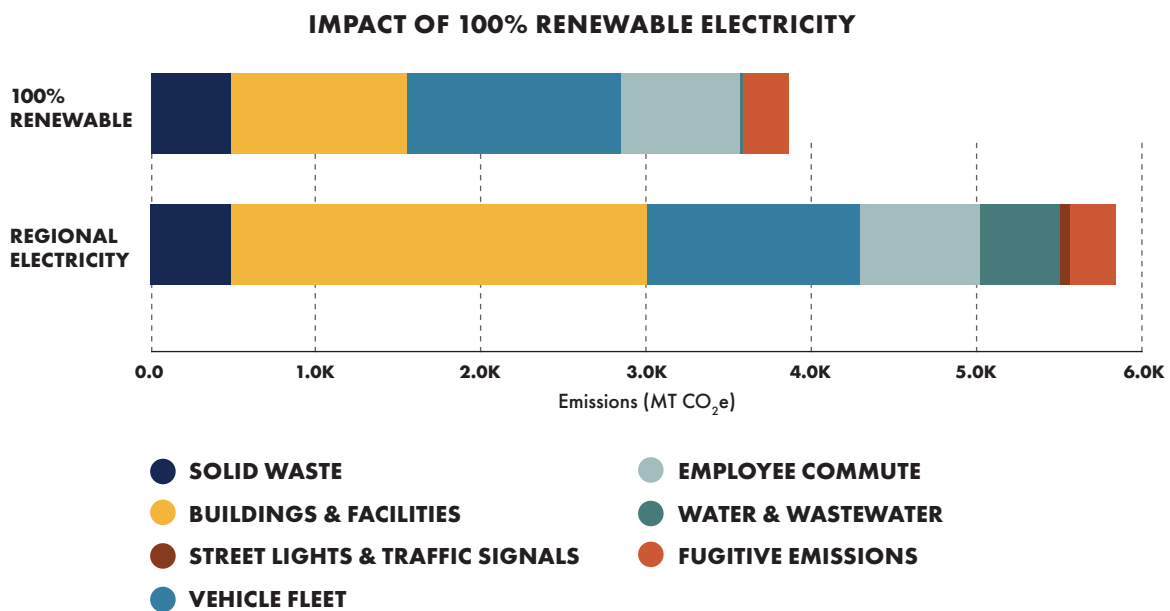


MUNICIPAL GREENHOUSE GAS INVENTORY

RENEWABLE ENERGY

Renewable energy plays a major role in keeping the emissions for Glenwood Springs to a minimum. Since 2019, the City of Glenwood Springs has procured 100% renewable energy primarily from wind power. The City purchases its wholesale electricity from the Municipal Energy Agency of Nebraska (MEAN). This renewable energy contract saved 2,100 MT CO₂e in 2022, as compared to a regional emission factor for electricity in the WECC Rockies area (RMPA).⁴ Figure 6 compares the City's emissions with and without this 100% renewable energy procurement contract.

FIGURE 6: TOTAL EMISSIONS COMPARISON BETWEEN 100% RENEWABLE ENERGY PROCUREMENT TO REGIONAL RMPA ELECTRICITY EMISSION FACTOR.



⁴ More information on the EPA egrid subregions can be found in the EPA's [technical methodology](#).



MUNICIPAL GREENHOUSE GAS INVENTORY

GREENHOUSE GAS PROJECTIONS

As Glenwood Springs looks to the future, understanding its potential trajectory in municipal greenhouse gas emissions is crucial for informed decision-making and sustainable development. Two key forecasts have been developed to guide the city's planning: the Business-As-Usual (BAU) forecast and the Adjusted Business-As-Usual (ABAU) forecast.⁵ The BAU forecast offers a projection based on the assumption that no additional measures are taken to reduce greenhouse gas emissions, relying on existing policies, economic trends, and demographic patterns, primarily focusing on a 0.363% annual population growth observed from 2010 to 2020. In contrast, the ABAU forecast accounts for specific measures such as the Corporate Average Fuel Economy (CAFE) standards, projected to decrease vehicle emissions by 1.8% annually, and the city's 100% renewable energy purchasing policy. By excluding emissions from landfilled solid waste, these forecasts provide a more nuanced view of potential emission reductions in the other sectors of city operations between 2022 and 2050. Together, these forecasts provide a detailed understanding of the future of the Municipal Operations emissions and inform the strategies on where the most significant actions need to take place.

⁵ The Business-as-Usual (BAU) forecast and methodology details can be found in Appendix A.

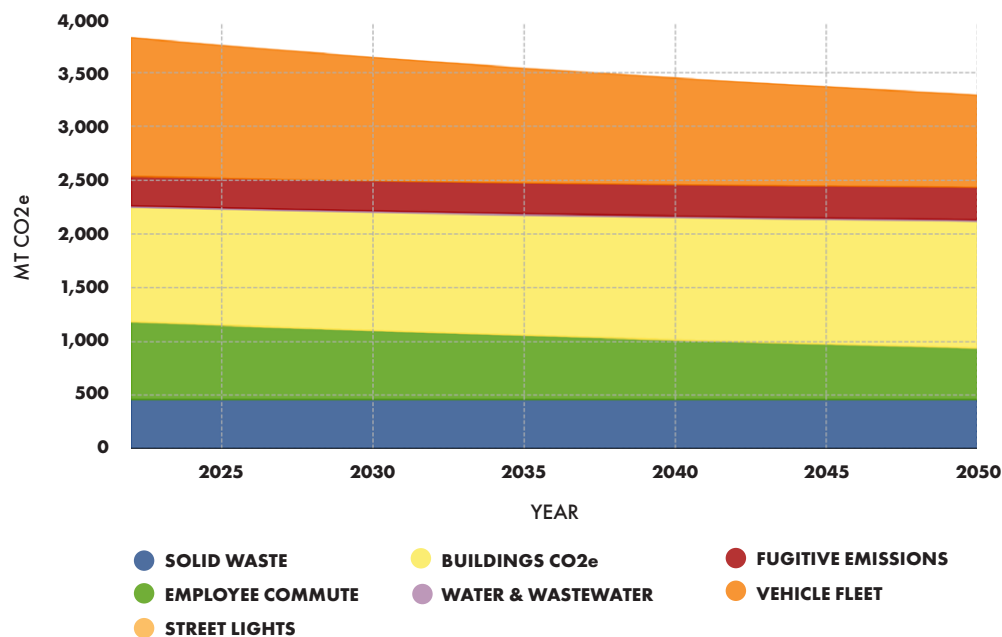
MUNICIPAL GREENHOUSE GAS INVENTORY

ADJUSTED BUSINESS-AS-USUAL

An Adjusted Business-as-Usual (ABAU) forecast attempts to identify the most likely pattern of emissions change that occur outside of the City's control, such as electricity grid shift, EV adoption percentages, and internal combustion engine (ICE) vehicle emission standards. This specific emission forecast accounted exclusively for the reduction in emissions from vehicle standards, as many other typical factors do not apply to the municipal operations of Glenwood Springs. The updating of the Corporate Average Fuel Economy standards is estimated to reduce transportation emissions by approximately 1.8% per year according to the ICLEI ClearPath tool. Other cities see a more substantial decrease in ABAU emissions due to the projected shift of grid electricity to include more renewable energy, where the City of Glenwood Springs has already incorporated a 100% renewable energy purchasing policy into government and community operations.

FIGURE 7: CITY ADJUSTED BUSINESS-AS-USUAL (ABAU) FORECAST (2022-2050)
EXCLUDING LANDFILLED WASTE EMISSIONS

ABAU FORECAST FOR GLENWOOD SPRINGS EXCLUDING LANDFILL EMISSIONS



2024

GREENHOUSE GAS REDUCTION TARGET





GREENHOUSE GAS REDUCTION TARGET

The City of Glenwood Springs has committed to ambitious Science Based Targets (SBTs) for reducing greenhouse gas emissions, aligning with global and statewide efforts to mitigate climate change. These targets aim to reduce municipal emissions by 60% by 2035 compared to a 2022 baseline and achieve net-zero municipal emissions by 2050, in accordance with the latest scientific guidelines and the objectives of the Paris Agreement to limit global warming to 1.5°C above pre-industrial levels. The state of Colorado in its 2022 Pollution Roadmap has committed to ambitious emission reduction targets, shown in comparison to Glenwood Springs’ targets in Figure 8.⁶ The City of Glenwood Springs municipal operations would be aligned with the reductions at the state level, although targets have not yet been set for community-wide emissions.

FIGURE 8: COMPARISON OF STATE OF COLORADO AND GLENWOOD SPRINGS EMISSIONS REDUCTION TARGETS

TARGET YEAR	COLORADO EMISSIONS REDUCTION TARGETS	GLENWOOD SPRINGS EMISSIONS REDUCTION TARGETS
2035	65% reduction from 2005	60% reduction from 2022
2040	75% reduction from 2005	-
2045	90% reduction from 2005	-
2055	100% reduction	Net-zero municipal emissions

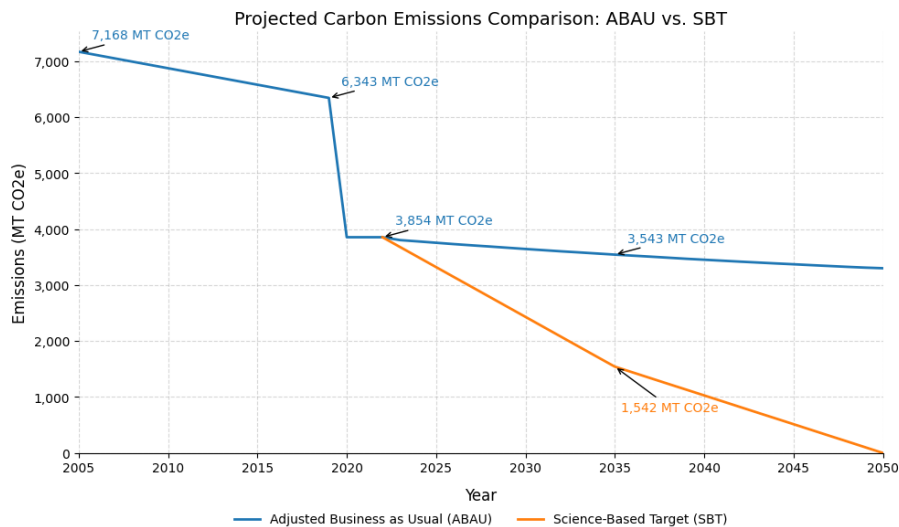
⁶ More information can be found on the State of Colorado’s Pollution Roadmap 2.0 [website](#).

GREENHOUSE GAS REDUCTION TARGET

By adopting these science based targets for municipal operations, Glenwood Springs ensures that its climate action plan is both measurable and actionable, paving the way for significant emission reductions. This commitment not only supports immediate climate action but also facilitates long-term sustainability, with a goal of achieving net-zero municipal emissions by 2050. It is important to note that these targets exclude emissions from the municipal landfill. Specific targets for the landfill are to be determined after a comprehensive methane study is completed in 2026. This approach underscores the city's dedication to environmental stewardship and its proactive role in addressing the global climate crisis, while being pragmatic in the feasibility of reducing emissions for the municipal landfill that serves the surrounding region.

Below is an image depicting the emissions target for Glenwood Springs from 2005 to 2050. The image illustrates two scenarios: the Adjusted Business as Usual (ABAU) forecast and the Science Based Targets from 2024 to 2050, as compared to a 2022 baseline. The sharp 39% drop in emissions that occurred in 2019 is due to the city shifting its wholesale electricity contract to 100% renewable energy.

FIGURE 9: ESTIMATED 2005-2050 EMISSION FORECAST COMPARISON BETWEEN THE ADJUSTED BUSINESS-AS-USUAL (ABAU) AND A SCIENCE BASED TARGET (SBT) WHILE EXCLUDING THE EMISSIONS FROM THE LANDFILL



STRATEGIC ROADMAP FOR EMISSIONS REDUCTION



STRATEGIC ROADMAP FOR EMISSIONS REDUCTION

Throughout the ECAP planning process, the City has developed a comprehensive strategy list to significantly reduce municipal greenhouse gas emissions by 2050. This strategic roadmap outlines a series of targeted goals, strategies, and action steps across multiple categories, as outlined in Figure 10. Each category-specific strategic plan is designed to enhance sustainability, reduce greenhouse gas emissions, and increase overall efficiency.

FIGURE 10: FIVE-POINT FRAMEWORK CATEGORIES

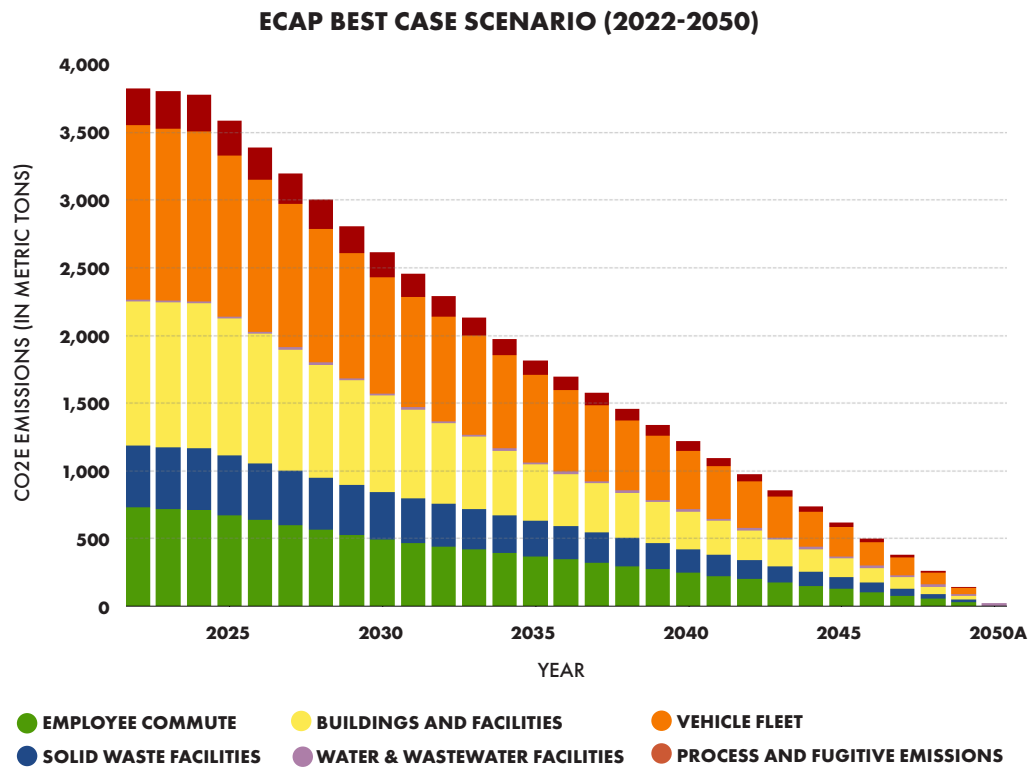
CATEGORY	TOPICS ADDRESSED
ENERGY 	Onsite renewable energy, peak shaving, electricity demand management
BUILDINGS 	Energy efficiency, electrification, adjustment of Building and Planning Municipal Codes
TRANSPORTATION 	Fleet electrification, charging stations, employee commute, public transportation
WASTE MANAGEMENT 	Landfill emissions from stored and incoming waste, overall waste reduction
PARKS & NATURAL SYSTEMS 	Irrigation/water use, tools and equipment, green space, landscaping

STRATEGIC ROADMAP FOR EMISSIONS REDUCTION

Figure 11 illustrates the projected emission reductions achievable through the successful implementation of these strategies, underscoring the City's commitment to a sustainable and resilient future. This figure depicts the potential outcomes in a "best case scenario" for the City of Glenwood Springs' municipal operations emissions through 2050. As the City has not set a target for reducing landfilled mixed solid waste methane emissions, those have not been included in the model.

With an average annual emission reduction of approximately 1,756 MT CO₂e, the total emissions reduction between 2025 and 2050 is projected to be 49,146 MT CO₂e.

FIGURE 11: BEST CASE SCENARIO FOR ECAP



STRATEGIC ROADMAP FOR EMISSIONS REDUCTION

ECAP UPDATES AND REVIEWS

The following goal, strategy and action steps address the future of the ECAP, in order to maximize its effectiveness over time. Regular reviews of the ECAP compared to actual progress, by conducting data updates and tracking implementation, will impact each of the framework categories and their associated goals, strategies, and actions steps.

GOAL U1. MAKE THE GLENWOOD SPRINGS ECAP A LIVING DOCUMENT BY CONDUCTING UPDATES AT A MINIMUM OF EVERY TWO YEARS. EVALUATE PROGRESS AGAINST THE 2024 ECAP.

STRATEGY

CU 1.1

Use the results of each periodic update to measure success against the 2024 ECAP.

ACTION

U 1.1.1 Conduct annual updates to the GHG inventory in ICLEI to be completed by June 15th, starting in 2025 for the calendar year 2024.

U 1.1.2 Maintain the existing annual municipal energy and carbon inventory system with automated data collection and monthly updating, to provide data for timely and effective energy management decisions.

U 1.1.3 Conduct annual reviews of the ECAP implementation plan and update status of each action item.

ENERGY



In 2019, the City of Glenwood Springs became the seventh city in the United States and second in Colorado to use 100% renewable energy. This transition eliminated the community's emissions coming from electricity, although there are still many opportunities for economic and efficiency gains in municipal energy use. The City continues to look for opportunities to improve its energy procurement strategy by sourcing energy locally, utilizing solar energy potentials, and managing the community's peak demands for electricity. The City continues to analyze and monitor the newest technologies and consider their viability for the Glenwood Springs community and municipal operations.

GOAL E1. INCREASE RENEWABLE ENERGY PRODUCTION FOR THE CITY.

STRATEGY

E 1.1

Install 10 MW solar capacity by 2030 and at least an additional 5 MW by 2040.

ACTION

E 1.1.1 Identify land, rooftops, parking lots, etc. to install solar.

E 1.1.2 Install rooftop PV solar and storage systems on qualified City facilities including parking areas, and municipal rooftops.

E 1.1.3 Install community scale solar that meets the requirements of MEAN and satisfies the City's needs.

E 1.1.4 Incentivize owners of privately-owned industrial facilities and commercial properties to install rooftop solar and storage where feasible.

E 1.1.5 Require pre-wiring for solar capability in all new self-storage unit developments.

E 1.1.6 Work with CLEER to incentivize the City's home owners and multifamily owners to install rooftop solar and storage where feasible.

E 1.1.7 Forecast increased electricity consumption over time to better estimate solar capacity needs.

E 1.1.8 Budget funds to cover investment costs for purchase and installation of solar generation capacity.



ENERGY

GOAL E2. REDUCE CITY'S PEAK DEMAND BY 10% BY 2030 TO ACHIEVE PEAK SHAVING AND ELECTRICITY COST SAVINGS.

STRATEGY

E 2.1 Implement a minimum of 16 MWh battery storage capacity for peak shaving by 2030.

ACTION

E 2.1.1 Conduct a survey to determine optimal locations for battery storage and install storage at city facilities by 2030.

E 2.1.2 Coordinate with MEAN to introduce utility-scale battery storage systems.

E 2.1.3 Budget funds to cover investment costs for purchase and installation of battery storage.

STRATEGY

E 2.2 Implement a Distributed Energy Resources (DER) program to reduce peak demand.

ACTION

E 2.2.1 Implement energy management and energy storage systems at municipal locations to charge during low-use and release energy during peak demand hours.

E 2.2.2 Charge EV bus fleet (RFTA or Ride Glenwood) during off-peak hours.

GOAL E3. CONTINUE ENERGY CONSERVATION AND ENERGY EFFICIENCY EFFORTS AMONG ELECTRIC CUSTOMERS.

STRATEGY

E 3.1 Work across customer sectors to promote conservation (to use less) and efficiency (to use wisely).

ACTION

E 3.1.1 Continue to provide annual funding for rebates to Glenwood Springs Electric customers to incentivize desired energy efficiency upgrades. Work with CLEER to further publicize rebate opportunities. Expand Spanish-language outreach and outreach to lower income households.

E 3.1.2 Implement demand charge into electricity fees by 2026.

E 3.1.3 Emphasize enforcement of building codes to ensure energy efficiency and resource efficiency practices.

BUILDINGS



The City of Glenwood Springs is working to prioritize the efficiency of its buildings to improve both operations and financial performance. This approach addresses the energy efficiency of City-owned buildings in the form of natural gas and electricity, and offers opportunities for the City to encourage city-wide adoption of energy efficient practices. Many factors contribute to the feasibility of energy efficiency projects including the age of the building, construction materials and design, location in relation to existing infrastructure, and the primary use of the building. These factors have been considered and will remain topics of discussion as the implementation of these action steps are carried out.

These strategies also address growth of energy efficiency rebate programs available for residential and commercial buildings served by the municipal utility as well as energy code requirements to improve efficiency.

GOAL B1. DECREASE NATURAL GAS USE AT MUNICIPAL BUILDINGS.

STRATEGY

B 1.1

Assess heating equipment to maintain maximum efficiency of existing NG units and prepare for full replacement as costs for new technology declines for electrification, heat pumps, and ground-source geothermal.

ACTION

B 1.1.1 Carry out regular maintenance of natural gas building equipment and track preventative maintenance and upgrades on a master schedule.

B 1.1.2 Conduct a cost-benefit analysis for natural gas or electric equipment replacement as equipment approaches end of useful life and prioritize electrification.

B 1.1.3 Conduct a feasibility study for developing a geothermal energy district that would support energy reductions within City Hall, and consider partnership with the County for their buildings to offset the costs. A geo-district could have the potential to expand to residential areas with less infrastructure requirements and result in greater efficiency (reference Colorado Mesa University's Geo-Grid geo-exchange system).



BUILDINGS

GOAL B2. INCREASE ENERGY EFFICIENCY IN MUNICIPAL BUILDINGS BY 12% BY 2030 AND 25% BY 2050. THIS ALIGNS WITH THE GCE ENERGY ACTION PLAN.

STRATEGY

B 2.1

Continue upgrading lighting, heating, cooling, and water heating infrastructure in municipal facilities.

ACTION

B 2.1.1 Upgrade lighting, furnaces, coolers, and space/water heaters to higher efficiency models in municipal buildings by 2035.

STRATEGY

B 2.2

Actively monitor building energy use through the advanced energy management (AEM) program provided through GCE membership.

ACTION

B 2.2.1 Create an action plan with CLEER to actively monitor untracked buildings with 15-minute interval data. Note that CLEER is already tracking City Hall, Community Center, and Water Treatment Plant.

B 2.2.2 Perform thorough after-hours building walkthroughs to determine if buildings are fully shut down, to determine a best practice baseline. Utilize CLEER's platinum level service, called "AEM Shutdown with ENERGY STAR."

B 2.2.3 Develop an energy-conservation culture program for staff, to encourage energy saving. Consider incentives as feasible.

B 2.2.4 Provide staff training on energy efficiency best practices, specialized for each City department.



BUILDINGS

GOAL B3. SUPPORT ENERGY EFFICIENCY CITY-WIDE FOR NEW DEVELOPMENT AND EXISTING BUILT ENVIRONMENT.

STRATEGY

B 3.1

Regularly update programs that support equitable customer adoption of energy efficiency, beneficial electrification, and battery storage for peak shaving when feasible.

ACTION

B 3.1.1 Encourage more energy-efficiency projects by annually evaluating specific programs, their cost, and funding opportunities.

B 3.1.2 Ensure that low-income residents, seniors, renters, and mobile home residents have access to energy efficiency programs, like ReEnergize. Include Spanish-language information and outreach.

B 3.1.3 Review IECC Development Code to ensure proactive requirements that foster energy saving technologies, such as solar arrays, battery storage, heating districts, building and roof color. Ensure that staff are trained in IECC standards and management is dedicated to enforcing the IECC standards.

B 3.1.4 Provide on-bill financing for carbon reducing, higher cost initiatives such as air source heat pumps or geothermal/ground source heat pumps. Work with CLEER on program design.

WASTE MANAGEMENT



The South Canyon Landfill provides a critical service for the residents of Glenwood Springs and many other surrounding communities. Landfill emissions are associated with two categories: emissions from incoming waste (including haulers and equipment emissions) and legacy emissions created by the pre-existing layers of waste in the landfill. Since the landfill is under the operational control of the City, despite serving other communities in the region, the landfill's significant emissions are accounted for in the City's greenhouse gas inventory. The emission reduction target for the City currently excludes emissions associated with the South Canyon Landfill. Given the challenges that will come with addressing these emissions and the fact that a landfill expansion is being anticipated, this data was excluded from the City's target. The City will set a specific emission reduction target for the South Canyon Landfill after a methane emission study in 2026.

The City has identified the following goals and strategies as top priorities to address this significant source of City emissions. In addition to the following, the City will comply with all current state and federal regulations regarding landfill management and emissions including any subsequent updates to those requirements.



WASTE MANAGEMENT

GOAL WM.1 REDUCE EMISSIONS ASSOCIATED WITH SOLID WASTE AND THE SOUTH CANYON LANDFILL. SET A SPECIFIC AND TIMEBOUND TARGET BY THE END OF Q1 2026 USING DATA AND RESOURCES EXPECTED BY THE END OF 2024. (SEE COLORADO POLLUTION REDUCTION ROADMAP FOR TIMELINE.)

STRATEGY

WM 1.1

Reduce emissions associated with maintaining the South Canyon Landfill, and from haul trucks servicing the City.

ACTION

WM 1.1.1 Continue to follow State requirements for emissions monitoring/reporting and implement methane capture if deemed necessary and viable by CDPHE.

WM 1.1.2 Explore new technology to transition heavy machinery to machines with lower emissions including electric equipment. Investigate funds available through Colorado's Diesel Emissions Reduction Act. Consider opportunities to run machinery less or make processes more efficient. Consider the implication of increased electricity demands on existing infrastructure at the landfill.

WM 1.1.3 Require City-contracted waste hauler(s) to upgrade haul trucks to CNG fueling, and make CNG fueling accessible. Designate specific and time bound targets for this transition. Consider applying this to non-contracted haulers as well.



WASTE MANAGEMENT

STRATEGY

WM 1.2

[Increase diversion rates by 35% by 2026 and 45% by 2036, against a 2021 baseline, matching state goals.](#)

ACTION

WM 1.2.1 Make food waste diversion mandatory for restaurant. Implement the regulation in phases and consider partnerships with private haulers.

WM 1.2.2 Enact a ban on organics (paper, cardboard, wood, yard waste, food, etc) in the landfill in 2025.

WM 1.2.3 Make recycling mandatory for commercial properties including apartment complexes. Note that this is currently in-progress and can be completed in 2024 by City Council. Consider further landfill bans on recyclable materials such as glass.

WM 1.2.4 Require on-site aggregate recycling for commercial and industrial construction and roadwork projects.

WM 1.2.5 Complete Waste Composition Study by 2026. Note that this is currently in-progress.

WM 1.2.6 Educate the public on recycling by reporting on recycling rates and where recycled materials end up. Post this information to existing web pages and consider engagement avenues such as a dashboard.

WM 1.2.7 Evaluate and monitor the Pay as You Throw program - year over year diversion rates and total waste yields. Publicize the success and impacts of the program in terms of money saved, waste avoided, and/or emissions avoided.

STRATEGY

WM 1.3

Promote overall waste reduction.

ACTION

WM 1.3.1 Consider bans on the retail sale and commercial use of select single-use plastics and styrofoam including plastic drinking straws, utensils, bottled water/drinks, and cups. Model this after the statewide bans on styrofoam food containers and plastic grocery bags.

WM 1.3.2 Provide public recognition for local shops that repair and reuse items. Consider providing incentives and rebates when feasible.



WASTE MANAGEMENT

STRATEGY

WM 1.4

Reduce waste associated with City facilities and functions hosted at City facilities.

ACTION

WM 1.4.1 Phase out single use plastics and/or non-compostables within City facilities.

WM 1.4.2 Install water refill station(s) to replace water bottle vending machines.

WM 1.4.3 Require City sponsored events to be "single-use plastic free" (i.e. plastic utensils, cups, bottles, etc. will not be permitted). Provide support in funding, coordinating, and enforcing these efforts.

WM 1.4.4 Provide adequate composting and recycling bins within City facilities and at other heavily used public access locations such as City parks and downtown. Ensure signage about proper disposal of waste is clear and available in English and Spanish. Consider a partnership with Evergreen Zero Waste to accomplish this.

WM 1.4.5 Encourage functions hosted at City facilities to eliminate single-use and/or non-compostable items. Incorporate this policy into facility reservation request forms.



DISPOSAL OF INFRASTRUCTURE AND EQUIPMENT

Following guidelines and regulations set by the State of Colorado, the City will inevitably encounter additional costs and scope 3 emissions associated with the disposal of outdated equipment and infrastructure. Examples of such waste include but are not limited to solar panels, batteries and gasoline- and diesel-powered tools, off-road equipment, and vehicles. The City will take care to minimize the impacts of this disposal by leveraging local resources for recycling and repurposing used materials. It is recommended that the City leverage Colorado-based solar and battery recycling organizations as needed and discard gasoline- and diesel-powered equipment as scrap metal.



TRANSPORTATION



The City is committed to improving Glenwood Springs' transportation network into a more sustainable and efficient system. By prioritizing the continued growth of sustainable public transit options, the expansion of infrastructure for active transportation for City employees such as biking and walking, and promoting the adoption of electric and low-emission City vehicles and its charging infrastructure, we aim to reduce greenhouse gas emissions produced by municipal transit. It is acknowledged that the technology needed to reliably electrify certain vehicles (such as emergency response vehicles) is not yet fully developed and it is recommended that the City defer the replacement of these vehicles until the market is better understood.

The Roaring Fork Transportation Authority (RFTA) is a key partner in achieving transit-related goals. RFTA provides intercity bus services to the community through the Ride Glenwood program, as well as regional bus services from Rifle to Aspen. They also maintain the Rio Grande Trail that runs through town.



TRANSPORTATION

GOAL T1. REDUCE EMPLOYEE COMMUTE EMISSIONS BY 25% BY 2030 AND 100% BY 2050.

STRATEGY

T 1.1

Create and incentivize opportunities for employees to use alternative transportation to and from City facilities.

ACTION

T 1.1.1 Install new and covered bike racks at City facilities.

T 1.1.2 Advertise and expand e-bike rebate and incentive programs for City employees to include those who live outside City limits.

T 1.1.3 Investigate options to install street lighting in high-traffic pedestrian and bike paths. Consider solar street lighting options modeled after projects completed in [Beaumont, CA](#), and [Los Angeles, CA](#).

T 1.1.4 Organize a carpooling program for City employees and offer incentives for those who participate. Provide education on the benefits of alternative transportation such as cost savings and health benefits.

T 1.1.5 Promote the existing vanpooling program; gauge interest for expansion. Consider additional incentives to promote increased participation.

T 1.1.6 Expand employee awareness of RFTA discounts for City employees.

T 1.1.7 Implement incentives and acknowledgement methods for employees who consistently ride transit, bike, walk, vanpool, or carpool to work. Incentives could include additional wellness benefits, extra vacation or PTO, gift certificates, or financial bonuses.



TRANSPORTATION

STRATEGY

T 1.2

Improve City infrastructure for electric vehicles, making adoption by City employees and the larger community more convenient.

ACTION

T 1.2.1 Install L2 charging stations at City facilities for employees, as well as at City Hall, Community Center, and City parks for residents, and L3 stations along the interstate.

T 1.2.2 Offer rebates from the City for businesses to install additional L2 charging infrastructure. The City can provide additional funding to recipients of the Charge Ahead Colorado grant, which currently requires a 20% match from the applicant. If the City were to provide funding that would reduce the match to 15% or 10%, that would be an incentive that could be used alongside the Property Tax Credit and the Alternative Fuel and Refueling tax credit. Model after programs in Eagle County and Aspen.

T 2.2.3 Secure new revenue to fund new EV infrastructure. Options include the Fleet-ZERO program (fleet), Charge Ahead Colorado, Consolidated Call for Capital Projects (public transit), and DERA funds (ending this year).

STRATEGY

T 1.3

Adopt policies to expand availability of EV charging while reducing impacts of L3 charging on the City electric grid.

ACTION

T 1.3.1 Create policies that require L2 charging in new multi-family residential and commercial buildings, in compliance with IECC EV Readiness codes.

T 1.3.2 Implement time-of-use pricing for all L3 EV charging on the City electric grid.



TRANSPORTATION

GOAL T2. REDUCE EMISSIONS FROM THE CITY VEHICLE FLEET AND RIDE GLENWOOD BUS FLEET BY 25% BY 2030 AND 100% BY 2050.

STRATEGY

T 2.1

Reduce emissions associated with the Ride Glenwood bus fleet and consider opportunities to utilize electric buses as energy storage.

ACTION

T 2.1.1 Perform Lifecycle Cost Analysis for the electrification of the Ride Glenwood for impacts on City infrastructure maintenance, impact of battery disposal, potential for battery re-use, mining, wear on roads, and electricity load.

T 2.1.2 Utilize services for non-customers from Xcel Energy to conduct a study for a cost benefit analysis of EV bus fleet for Ride Glenwood.

T 2.1.3 Develop a 5-8 year plan for phased electrification of the City fleet and Ride Glenwood buses that includes tracking emerging technologies.

T 2.1.4 Transition Ride Glenwood fleet to all electric by 2035. Support RFTA in the implementation of their [Climate Action Plan](#), including the electrification of the RFTA fleet.



TRANSPORTATION

STRATEGY

T 2.2

Reduce emissions associated with City fleet vehicles by 25% by 2030 and 100% by 2050 (parks & recreation, electric, water/wastewater, etc.). Consider electric police and fire vehicles based on availability.

ACTION

T 2.2.1 Evaluate the increased use of police officer bicycle and e-bike patrols.

T 2.2.2 Develop education materials and employ further enforcement of the City's vehicle idling policy.

T 2.2.3 Secure new revenue to fund new EV infrastructure. Options include the Fleet-ZERO program (fleet), Charge Ahead Colorado, Consolidated Call for Capital Projects (public transit), and DERA funds (ending this year).

T 2.2.4 Secure new revenue to fund the transition of non-emergency City vehicles to electric by 2035. Options include the Fleet-ZERO program (City fleet), Charge Ahead Colorado (City fleet), and the Consolidated Call for Capital Projects (City fleet and/or transit - could apply to RFTA).

T 2.2.5 Provide each department with a monthly list of its fuel consumption to encourage departments to make efficient use of vehicle miles and fuel.

T 2.2.6 Evaluate the feasibility of partially electrifying the City's emergency vehicle fleet. Consider successes from [Aspen, CO](#) and [Pueblo, CO](#).

T 2.2.7 Replace off-road equipment with electric or low-emission alternatives, such as municipal skid steers and other non-plated equipment used by the City for snow removal, construction, or landscaping operations. Look to the Colorado Clean Diesel Program for grants to aid in funding this transition



PARKS AND NATURAL SYSTEMS



Given the significance of Glenwood Springs' parks and green spaces, the following goals have been identified as key priorities. With an emphasis on water conservation and equipment electrification, the City will leverage City-managed natural spaces to demonstrate best practices and provide educational resources to the community. By prioritizing initiatives such as native plant restoration, water-efficient landscaping, and the development of green corridors, this effort will bolster biodiversity, improve water efficiency, and create more resilient natural habitats. These efforts will not only mitigate the impacts of climate change but also enhance the well-being and quality of life for Glenwood Springs residents.



PARKS AND NATURAL SYSTEMS

GOAL PNS 1. REDUCE WATER USAGE FOR IRRIGATION OF CITY LAND AND GREEN SPACE BY 60% BY 2035.

STRATEGY

PNS 1.1

Continue implementing xeriscaping practices to remove irrigated turf such as Kentucky Blue Grass from City property wherever possible.

ACTION

PNS 1.1.1 Using the designated line item in the annual budget and State funding options to build on and expand existing fixture replacement program, irrigation clock replacement program, and landscaping removal program.

GOAL PNS 2. REDUCE EMISSIONS ASSOCIATED WITH MAINTAINING THE CITY'S GREEN SPACE BY 25% BY 2030 AND 100% BY 2050.

STRATEGY

PNS 2.1

Cut down gasoline usage for maintaining City parks and green space by 100% by 2025.

ACTION

PNS 2.1.1 Transition small engine tools and lawn equipment to electric alternatives as the budget allows. This is in line with the State's recent regulation that limits the use of gas powered landscape equipment on government property between the months of June and August starting in 2025. Utilize state incentives such as the Colorado Clean Diesel Program to support the cost of large electric landscaping machinery.



PARKS AND NATURAL SYSTEMS

GOAL PNS 3. REDUCE NON-FUNCTIONAL TURF GRASS AND EXPAND CITY TREE CANOPY AND DROUGHT-RESISTANT NATIVE PLANTS, FOR DUAL BENEFITS OF REDUCED EMISSIONS FROM MAINTENANCE AND REDUCED WATER CONSUMPTION.

STRATEGY

PNS 3.1

Reduce non-functional turf by 30% by 2030, in alignment with the [Alliance for Water Efficiency's](#) target.

ACTION

PNS 3.1.1 Transition turf in City green spaces with native, water-smart plants that require less maintenance.

STRATEGY

PNS 3.2

Increase the City's urban tree canopy from 28% in 2024 to 50% by 2050, in alignment with [American Forest's Tree Equity Score tool](#).

ACTION

PNS 3.2.1 Use the American Forest's [Tree Equity Score tool](#) to make wise long-term decisions about tree replacements and new tree plantings.

STRATEGY

PNS 3.3

Expand use of drought-resistant native plants and regenerative landscaping practices in city landscaping.

ACTION

PNS 3.3.1 Transition shrubs and trees in City green spaces with native, water-smart plants that require less maintenance.

PNS 3.3.2 Transition from use of chemicals in City green spaces to regenerative practices.



PARKS AND NATURAL SYSTEMS

GOAL PNS 4. LEVERAGE THE CITY'S SUSTAINABILITY WORK AS A DEMONSTRATION OF BEST PRACTICES FOR RESIDENTS.

STRATEGY

PNS 4.1

Cut down gasoline usage for maintaining City parks and green space by 100% by 2025.

ACTION

PNS 4.1.1 Complete the City "story walk" garden in Veltus Park to act as a demonstration of best practices. Plan for expansion and/or replication in other City-owned locations.

PNS 4.1.2 Provide permanence for existing community garden acreage through council resolution or other means.

PNS 4.1.3 Identify more locations on city land and/or explore options with private landowners and HOAs to establish community gardens of all sizes in more neighborhoods.

PNS 4.1.4 Use fund from the general fund to offer compost and topsoil with delivery from City landfill operations to establish new community gardens.

STRATEGY

PNS 4.2

Build gardening skills among residents.

ACTION

PNS 4.2.1 Designate a City flowering plant that can be grown in parks and yards (such as Black-eyed Susan, Blanket Flower, Yarrow, Coneflower, or Penstemon), and to establish a City-wide theme for xeriscaping.

PNS 4.2.2 Continue the City's "learn-to-garden" education program using city staff and Master Gardener volunteers.

PNS 4.2.3 Develop a Natural and Working Lands Strategic Plan that identifies priority actions to increase carbon sequestration, improve resiliency, and monitor co-benefits. Model the Plan after the State of Colorado's [Strategic Plan for Climate-Smart Natural and Working Lands](#).

STRATEGY

PNS 4.3

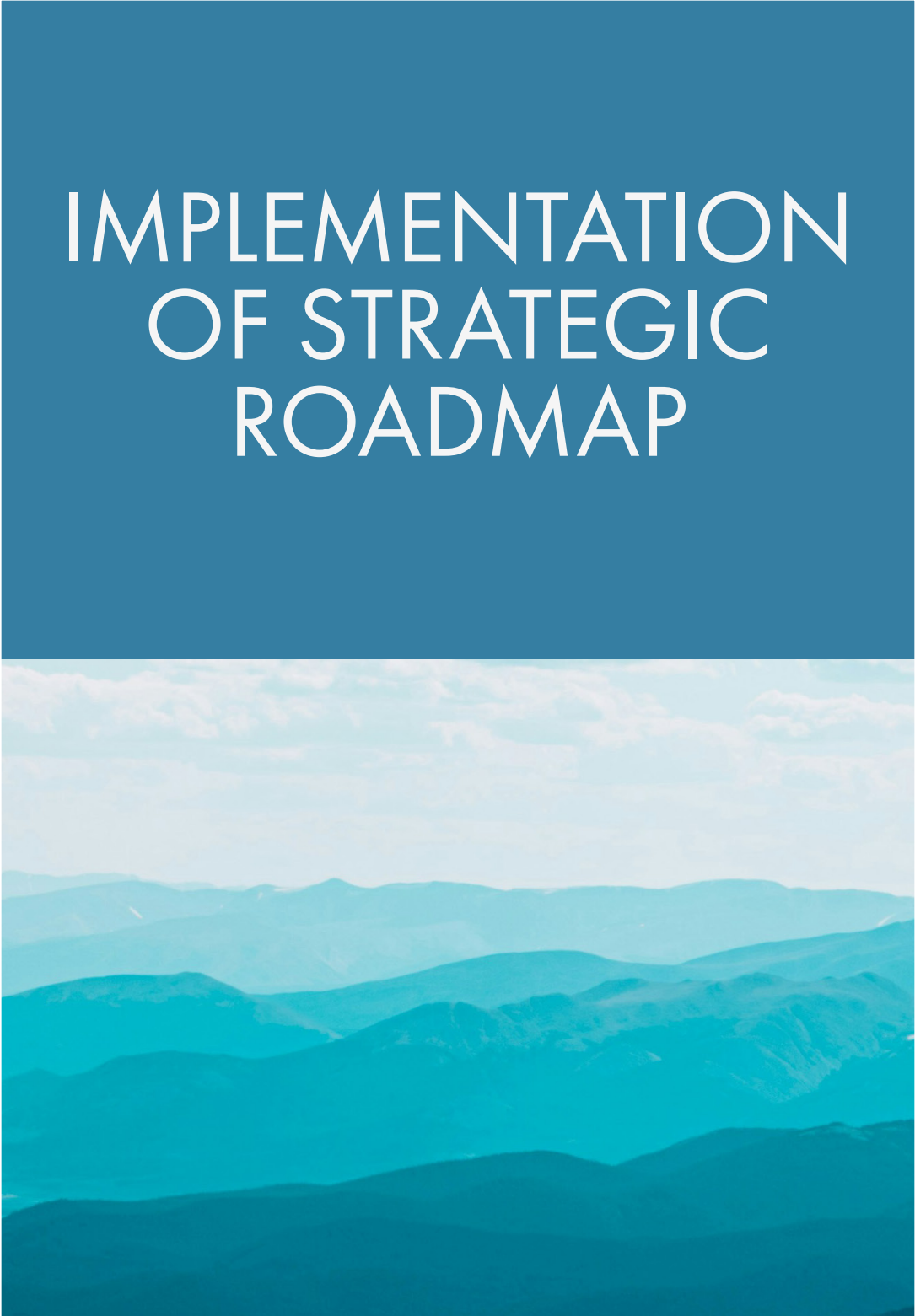
Tie water pricing to seasonal supply and demand.

ACTION

PNS 4.3.1 Assess seasonal water use and update rates to reflect supply and demand realities.

2024

IMPLEMENTATION OF STRATEGIC ROADMAP





IMPLEMENTATION OF STRATEGIC ROADMAP

To ensure continued implementation of these efforts in the coming years, the following implementation plan has been developed. Assigning both a target year and priority score to each strategy is done in an effort to guide the City in the use of this plan for the coming years.

PRIORITY SCORE: A priority score was determined for each strategy based on the associated emission reduction and the estimated cost for implementing the strategy and its action items. By implementing the highest priority strategies first, the City will maximize their emissions reduction potential while minimizing financial demands. The priority scores were assigned using the following criteria:

- Priority 1: Low cost and high impact
- Priority 2: High cost and high impact
- Priority 3: Low cost and low impact

RECOMMENDED IMPLEMENTATION YEAR: A recommended implementation year was assigned for each strategy based on the priority score (summarizing the associated emission reduction and cost) and effort required for implementation. Additionally, annual workloads were considered to avoid overloading individual years with high-effort or costly projects. These recommendations are intended to be a benchmark for City use when assessing annual progress of the ECAP's implementation and impacts.

By utilizing the following implementation plan, Glenwood Springs will be on a path to significantly reduce municipal emissions. Reducing emissions, and therefore minimizing environmental impacts will ensure a future that is safer and more enjoyable for future generations.

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
2025				
E 1.1 Install 10 MW solar capacity by 2030 and at least an additional 5 MW by 2040.	E 1.1.1 Identify land, rooftops, parking lots, etc. to install solar.	2	2025	2030
	E 1.1.2 Install rooftop PV solar and storage systems on qualified City facilities including parking areas, and municipal rooftops.			
	E 1.1.3 Install community scale solar that meets the requirements of MEAN and satisfies the City's needs.			
	E 1.1.4 Incentivize owners of privately-owned industrial facilities and commercial properties to install rooftop solar and storage where feasible.			
	E 1.1.5 Require pre-wiring for solar capability in all new self-storage unit developments.			
	E 1.1.6 Work with CLEER to incentivize the City's home owners and multifamily owners to install rooftop solar and storage where feasible.			
	E 1.1.7 Forecast increased electricity consumption over time to better estimate solar capacity needs.			
	E 1.1.8 Budget funds to cover investment costs for purchase and installation of solar generation capacity.			
E 2.1 Implement a minimum of 16 MWh battery storage capacity for peak shaving by 2030.	E 2.1.1 Conduct a survey to determine optimal locations for battery storage and install storage at city facilities by 2030.	2	2025	2030
	E 2.1.2 Coordinate with MEAN to introduce utility-scale battery storage systems.			
	E 2.1.3 Budget funds to cover investment costs for purchase and installation of battery storage.			
B 2.1 Continue upgrading lighting, heating, cooling, and water heating infrastructure in municipal facilities.	B 2.1.1 Upgrade lighting, furnaces, coolers, and space/water heaters to higher efficiency models in municipal buildings by 2035.	1	2025	2027

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
WM 1.2 Increase diversion rates by 35% by 2026 and 45% by 2036, against a 2021 baseline, matching state goals.	WM 1.2.1 Make food waste diversion mandatory for restaurant. Implement the regulation in phases and consider partnerships with private haulers.	1	2025	2026
	WM 1.2.2 Enact a ban on organics (paper, cardboard, wood, yard waste, food, etc) in the landfill in 2025.			
	WM 1.2.3 Make recycling mandatory for commercial properties including apartment complexes. Note that this is currently in-progress and can be completed in 2024 by City Council. Consider further landfill bans on recyclable materials such as glass.			
	WM 1.2.4 Require on-site aggregate recycling for commercial and industrial construction and roadwork projects.			
	WM 1.2.5 Complete Waste Composition Study by 2026. Note that this is currently in-progress.			
	WM 1.2.6 Educate the public on recycling by reporting on recycling rates and where recycled materials end up. Post this information to existing web pages and consider engagement avenues such as a dashboard.			
	WM 1.2.7 Evaluate and monitor the Pay as You Throw program - year over year diversion rates and total waste yields. Publicize the success and impacts of the program in terms of money saved, waste avoided, and/or emissions avoided.			
WM 1.3 Promote overall waste reduction.	WM 1.3.1 Consider bans on the retail sale and commercial use of select single-use plastics and styrofoam including plastic drinking straws, utensils, bottled water/drinks, and cups. Model this after the statewide bans on styrofoam food containers and plastic grocery bags.	2	2025	2031
	WM 1.3.2 Provide public recognition for local shops that repair and reuse items. Consider providing incentives and rebates when feasible.			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
T 2.1 Reduce emissions associated with the Ride Glenwood bus fleet and consider opportunities to utilize electric buses as energy storage.	T 2.1.1 Perform Lifecycle Cost Analysis for the electrification of the Ride Glenwood for impacts on City infrastructure maintenance, impact of battery disposal, potential for battery re-use, mining, wear on roads, and electricity load.	1	2025	2028
	T 2.1.2 Utilize services for non-customers from Xcel Energy to conduct a study for a cost benefit analysis of EV bus fleet for Ride Glenwood.			
	T 2.1.3 Develop a 5-8 year plan for phased electrification of the City fleet and Ride Glenwood buses that includes tracking emerging technologies.			
	T 2.1.4 Transition Ride Glenwood fleet to all electric by 2035. Support RFTA in the implementation of their Climate Action Plan , including the electrification of the RFTA fleet.			
T 2.2 Reduce emissions associated with City fleet vehicles by 25% by 2030 and 100% by 2050 (parks & recreation, electric, water/ wastewater, etc.). Consider electric police and fire vehicles based on availability.	T 2.2.1 Evaluate the increased use of police officer bicycle and e-bike patrols.	2	2025	2030
	T 2.2.2 Develop education materials and employ further enforcement of the City's vehicle idling policy.			
	T 2.2.3 Secure new revenue to fund new EV infrastructure. Options include the Fleet-ZERO program (fleet), Charge Ahead Colorado, Consolidated Call for Capital Projects (public transit), and DERA funds (ending this year).			
	T 2.2.4 Secure new revenue to fund the transition of non-emergency City vehicles to electric by 2035. Options include the Fleet-ZERO program (City fleet), Charge Ahead Colorado (City fleet), and the Consolidated Call for Capital Projects (City fleet and/or transit - could apply to RFTA).			
	T 2.2.5 Provide each department with a monthly list of its fuel consumption to encourage departments to make efficient use of vehicle miles and fuel.			
	T 2.2.6 Evaluate the feasibility of partially electrifying the City's emergency vehicle fleet. Consider successes from Aspen, CO and Pueblo, CO.			
	T 2.2.7 Replace off-road equipment with electric or low-emission alternatives, such as municipal skid steers and other non-plated equipment used by the City for snow removal, construction, or landscaping operations. Look to the Colorado Clean Diesel Program for grants to aid in funding this transition			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
PNS 1.1 Continue implementing xeriscaping practices to remove irrigated turf such as Kentucky Blue Grass from City property wherever possible.	PNS 1.1.1 Using the designated line item in the annual budget and State funding options to build on and expand existing fixture replacement program, irrigation clock replacement program, and landscaping removal program.	2	2025	2028
PNS 2.1 Cut down gasoline usage for maintaining City parks and green space by 100% by 2025.	PNS 2.1.1 Transition small engine tools and lawn equipment to electric alternatives as the budget allows. This is in line with the State's recent regulation that limits the use of gas powered landscape equipment on government property between the months of June and August starting in 2025 . Utilize state incentives such as the Colorado Clean Diesel Program to support the cost of large electric landscaping machinery.	2	2025	2025
PNS 3.2 Increase the City's urban tree canopy from 28% in 2024 to 50% by 2050, in alignment with American Forest's Tree Equity Score tool .	PNS 3.2.1 Use the American Forest's Tree Equity Score tool to make wise long-term decisions about tree replacements and new tree plantings.	2	2025	2050
PNS 4.2 Build gardening skills among residents.	PNS 4.2.1 Designate a City flowering plant that can be grown in parks and yards (such as Black-eyed Susan, Blanket Flower, Yarrow, Coneflower, or Penstemon), and to establish a City-wide theme for xeriscaping.	2	2025	2027
	PNS 4.2.2 Continue the City's "learn-to-garden" education program using city staff and Master Gardener volunteers.			
	PNS 4.2.3 Develop a Natural and Working Lands Strategic Plan that identifies priority actions to increase carbon sequestration, improve resiliency, and monitor co-benefits. Model the Plan after the State of Colorado's Strategic Plan for Climate-Smart Natural and Working Lands.			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
2026				
E 2.2 Implement a Distributed Energy Resources (DER) program to reduce peak demand.	E 2.2.1 Implement energy management and energy storage systems at municipal locations to charge during low-use and release energy during peak demand hours.	2	2026	2028
	E 2.2.2 Charge EV bus fleet (RFTA or Ride Glenwood) during off-peak hours.			
E 3.1 Work across customer sectors to promote conservation (to use less) and efficiency (to use wisely).	E 3.1.1 Continue to provide annual funding for rebates to Glenwood Springs Electric customers to incentivize desired energy efficiency upgrades. Work with CLEER to further publicize rebate opportunities. Expand Spanish-language outreach and outreach to lower income households.	2	2026	2026
	E 3.1.2 Implement demand charge into electricity fees by 2026 .			
	E 3.1.3 Emphasize enforcement of building codes to ensure energy efficiency and resource efficiency practices.			
B 1.1 Assess heating equipment to maintain maximum efficiency of existing NG units and prepare for full replacement as costs for new technology declines for electrification, heat pumps, and ground-source geothermal.	B 1.1.1 Carry out regular maintenance of natural gas building equipment and track preventative maintenance and upgrades on a master schedule.	1	2026	2026
	B 1.1.2 Conduct a cost-benefit analysis for natural gas or electric equipment replacement as equipment approaches end of useful life and prioritize electrification.			
	B 1.1.3 Conduct a feasibility study for developing a geothermal energy district that would support energy reductions within City Hall, and consider partnership with the County for their buildings to offset the costs. A geo-district could have the potential to expand to residential areas with less infrastructure requirements and result in greater efficiency (reference Colorado Mesa University's Geo-Grid geo-exchange system).			
B 2.2 Actively monitor building energy use through the advanced energy management (AEM) program provided through GCE membership.	B 2.2.1 Create an action plan with CLEER to actively monitor untracked buildings with 15-minute interval data. Note that CLEER is already tracking City Hall, Community Center, and Water Treatment Plant.	2	2026	2026
	B 2.2.2 Perform thorough after-hours building walkthroughs to determine if buildings are fully shut down, to determine a best practice baseline. Utilize CLEER's platinum level service, called "AEM Shutdown with ENERGY STAR."			
	B 2.2.3 Develop an energy-conservation culture program for staff, to encourage energy saving. Consider incentives as feasible.			
	B 2.2.4 Provide staff training on energy efficiency best practices, specialized for each City department.			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
B 3.1 Regularly update programs that support equitable customer adoption of energy efficiency, beneficial electrification, and battery storage for peak shaving when feasible.	B 3.1.1 Encourage more energy-efficiency projects by annually evaluating specific programs, their cost, and funding opportunities.	1	2026	2026
	B 3.1.2 Ensure that low-income residents, seniors, renters, and mobile home residents have access to energy efficiency programs, like ReEnergize. Include Spanish-language information and outreach.			
	B 3.1.3 Review IECC Development Code to ensure proactive requirements that foster energy saving technologies, such as solar arrays, battery storage, heating districts, building and roof color. Ensure that staff are trained in IECC standards and management is dedicated to enforcing the IECC standards.			
	B 3.1.4 Provide on-bill financing for carbon reducing, higher cost initiatives such as air source heat pumps or geothermal/ground source heat pumps. Work with CLEER on program design.			
WM 1.1 Reduce emissions associated with maintaining the South Canyon Landfill, and from haul trucks servicing the City.	WM 1.1.1 Continue to follow State requirements for emissions monitoring/reporting and implement methane capture if deemed necessary and viable by CDPHE.	2	2026	2026
	WM 1.1.2 Explore new technology to transition heavy machinery to machines with lower emissions including electric equipment. Investigate funds available through Colorado's Diesel Emissions Reduction Act. Consider opportunities to run machinery less or make processes more efficient. Consider the implication of increased electricity demands on existing infrastructure at the landfill.			
	WM 1.1.3 Require City-contracted waste hauler(s) to upgrade haul trucks to CNG fueling, and make CNG fueling accessible. Designate specific and time bound targets for this transition. Consider applying this to non-contracted haulers as well.			
PNS 4.3 Tie water pricing to seasonal supply and demand.	PNS 4.3.1 Assess seasonal water use and update rates to reflect supply and demand realities.	2	2026	2028

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
2027				
WM 1.4 Reduce waste associated with City facilities and functions hosted at City facilities.	WM 1.4.1 Phase out single use plastics and/or non-compostables within City facilities.	2	2027	2029
	WM 1.4.2 Install water refill station(s) to replace water bottle vending machines.			
	WM 1.4.3 Require City sponsored events to be "single-use plastic free" (i.e. plastic utensils, cups, bottles, etc. will not be permitted). Provide support in funding, coordinating, and enforcing these efforts.			
	WM 1.4.4 Provide adequate composting and recycling bins within City facilities and at other heavily used public access locations such as City parks and downtown. Ensure signage about proper disposal of waste is clear and available in English and Spanish. Consider a partnership with Evergreen Zero Waste to accomplish this.			
	WM 1.4.5 Encourage functions hosted at City facilities to eliminate single-use and/or non-compostable items. Incorporate this policy into facility reservation request forms.			
T 1.1 Create and incentivize opportunities for employees to use alternative transportation to and from City facilities.	T 1.1.1 Install new and covered bike racks at City facilities.	1	2027	2027
	T 1.1.2 Advertise and expand e-bike rebate and incentive programs for City employees to include those who live outside City limits.			
	T 1.1.3 Investigate options to install street lighting in high-traffic pedestrian and bike paths. Consider solar street lighting options modeled after projects completed in Beaumont, CA, and Los Angeles, CA.			
	T 1.1.4 Organize a carpooling program for City employees and offer incentives for those who participate. Provide education on the benefits of alternative transportation such as cost savings and health benefits.			
	T 1.1.5 Promote the existing vanpooling program; gauge interest for expansion. Consider additional incentives to promote increased participation.			
	T 1.1.6 Expand employee awareness of RFTA discounts for City employees.			
	T 1.1.7 Implement incentives and acknowledgement methods for employees who consistently ride transit, bike, walk, vanpool, or carpool to work. Incentives could include additional wellness benefits, extra vacation or PTO, gift certificates, or financial bonuses.			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
T 1.2 Improve City infrastructure for electric vehicles, making adoption by City employees and the larger community more convenient.	T 1.2.1 Install L2 charging stations at City facilities for employees, as well as at City Hall, Community Center, and City parks for residents, and L3 stations along the interstate.	3	2027	2031
	T 1.2.2 Offer rebates from the City for businesses to install additional L2 charging infrastructure. The City can provide additional funding to recipients of the Charge Ahead Colorado grant, which currently requires a 20% match from the applicant. If the City were to provide funding that would reduce the match to 15% or 10%, that would be an incentive that could be used alongside the Property Tax Credit and the Alternative Fuel and Refueling tax credit. Model after programs in Eagle County and Aspen.			
	T 2.2.3 Secure new revenue to fund new EV infrastructure. Options include the Fleet-ZERO program (fleet), Charge Ahead Colorado, Consolidated Call for Capital Projects (public transit), and DERA funds (ending this year).			
T 1.3 Adopt policies to expand availability of EV charging while reducing impacts of L3 charging on the city electric grid.	T 1.3.1 Create policies that require L2 charging in new multi-family residential and commercial buildings, in compliance with IECC EV Readiness codes.	3	2027	2032
	T 1.3.2 Implement time-of-use pricing for all L3 EV charging on the City electric grid.			
PNS 3.1 Reduce non-functional turf by 30% by 2030, in alignment with the Alliance for Water Efficiency's target.	PNS 3.1.1 Transition turf in City green spaces with native, water-smart plants that require less maintenance.	1	2027	2030
PNS 3.3 Expand use of drought-resistant native plants and regenerative landscaping practices in city landscaping.	PNS 3.3.1 Transition shrubs and trees in City green spaces with native, water-smart plants that require less maintenance.	2	2027	2028
	PNS 3.3.2 Transition from use of chemicals in City green spaces to regenerative practices.			

IMPLEMENTATION OF STRATEGIC ROADMAP



STRATEGY	ACTION STEP	PRIORITY SCORE	RECOMMENDED IMPLEMENTATION YEAR	RECOMMENDED COMPLETION YEAR
PNS 4.1 Expand community garden acreage in the City by 100% by 2030.	PNS 4.1.1 Complete the City "story walk" garden in Veltus Park to act as a demonstration of best practices. Plan for expansion and/or replication in other City-owned locations.	2	2027	2030
	PNS 4.1.2 Provide permanence for existing community garden acreage through council resolution or other means.			
	PNS 4.1.3 Identify more locations on city land and/or explore options with private landowners and HOAs to establish community gardens of all sizes in more neighborhoods.			
	PNS 4.1.4 Use fund from the general fund to offer compost and topsoil with delivery from City landfill operations to establish new community gardens.			

APPENDICES



AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 01 day of January 2025 between the CITY OF GLENWOOD SPRINGS, a home rule municipality under the laws of the State of Colorado ("City"), and Clean Energy Economy for the Region ("Contractor").

WITNESSETH:

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

1. Scope of Agreement. Contractor agrees to provide the City with services as described on **Exhibit A** attached hereto and incorporated herein.

2. Consideration. The City agrees to compensate Contractor for its services in an amount not to exceed \$22,800, as more fully described on **Exhibit A** attached hereto and incorporated herein. A bill for approval and payment on a monthly basis until completion of the services. Each bill shall contain a statement of the time that the Contractor's employees spent on the Project since the previous bill, a brief description of the services provided by each such employee, and an itemization of direct expenses actually incurred. Upon reasonable advance request, the City may inspect and copy Contractor's documentation of time and expenses.

3. Term. This Agreement shall be effective as of its full execution by both parties and shall continue until December 31, 2025, or unless earlier terminated due to completion of the services identified in Section 1 or pursuant to this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.

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

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

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

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

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

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

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

8. Accessibility.

8.1 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 the State of Colorado Office of Information Technology 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.

8.2 The State of Colorado 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.

8.3 Contractor should comply unless digital accessibility compliance is an undue burden. If that is the case, a written letter stating the same should be returned with the executed agreement.

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

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

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

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

13. Agreement Administration and Notice. For purposes of administering this Agreement 01141 Comm Dev, Hannah Klausman, will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

To the Contractor: Morgan Hill
Clean Energy Economy for the Region
PO Box 428, Carbondale, CO, 81623

info@cleanenergyeconomy.net
970-704-9200

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

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

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

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

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

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

CITY OF GLENWOOD SPRINGS

By: *Steve Boyd*

Title: City Manager

CONTRACTOR: Clean Energy Economy for the Region

By: *Morgan Hill*

Name: Morgan Hill

Title: Associate Director



City of Glenwood Springs
Energy and Climate Action Plan
Tracking and Implementation

Scope of Services proposal

Clean Energy Economy for the Region (CLEER)

Re-submitted November 1th, 2024

Introduction

Organization information

Clean Energy Economy for the Region (CLEER) is a Carbondale-based 501(c)(3) nonprofit organization with extensive experience in developing and implementing greenhouse gas inventories, carbon reduction plans, and climate and energy action plans. We use approaches that are tailored to the needs and conditions of local communities and create measurable energy savings and economic benefits for households, businesses, and local governments. Our team manages programs that support energy efficiency in the built environment, clean transportation, renewable energy, and economic development. CLEER's corporate resume is included at the end of this document for additional information.

CLEER Address and contact info:

P.O. Box 428

Carbondale, CO 81623

(970) 704-9200

info@cleanenergyeconomy.net

Background

The City of Glenwood Springs launched the process of creating a new Energy and Climate Action Plan (ECAP) in August of 2023. The plan's focus is on reducing greenhouse gas emissions within the City's municipal operations, recognizing that there are opportunities for significant energy savings and that the strategies recommended are within its sphere of influence. The action steps taken by the City can also be a model for the community and demonstrate actions that can be taken to reduce our contribution to climate change.

Clean Energy Economy for the Region (CLEER) was hired to serve as a consultant on the development of the ECAP. CLEER operates the programs and services of Garfield Clean Energy (GCE), a countywide collaborative that includes the City of Glenwood Springs and is guided by a set of five goals and guiding plan. We have developed valuable regional inventories, energy action plans, and implementation strategies for Garfield County, including Glenwood Springs. CLEER's role was to ensure that the plan aligned with community values and other local clean energy initiatives and to support in-person outreach to stakeholders.

In alignment with the City's longstanding commitment to energy and climate action, it provides energy and water efficiency rebates to residents and businesses. CLEER administers these programs for the City and its electric and water utilities. We also track energy use in the City's facilities through our advanced energy management program, funded by the City's GCE membership. Due to our extensive experience in developing greenhouse gas emissions inventories, supporting clean energy planning and programs for local governments, and our existing contract with the City, CLEER can effectively and efficiently support the tracking and implementation of the ECAP.

Project scope and duration

Project duration: The project will begin with a contract or purchase order on January 1, 2025 and continue through the full calendar year 2025. This phase of the project would last for 1 year with an option to renew in subsequent years if desired.

Key Areas of Support

- Community Engagement/Transparency: Ensuring that all stakeholders are informed and involved in the implementation process.
- Funding/Financing: Identifying funding opportunities to support the implementation of ECAP initiatives.
- Key Performance Indicator Assessment: Regularly assessing progress through clear and measurable KPIs.
- Improved Data Collection: Enhancing data accuracy and consistency across all sectors.
- Capacity Building/Internal Processes: Strengthening the city's capacity to manage and implement the ECAP.
- Comparison to Peer Cities: Benchmarking progress against similar cities to identify best practices and areas for improvement.
- Cost-Benefit Analysis: Providing cost-benefit analysis to inform decision-making on specific actions.

Task 1: Implementation tracking, reporting, and outreach

Task 1.1: Develop and maintain a tracking system to monitor and advance the progress of ECAP implementation actions.

This task encompasses many of the key areas for support identified by City staff and builds a foundation for the subsequent tasks. The listed items below focus primarily on tracking actions, outcomes and next steps. CLEER staff propose to support the City by identifying funding and training opportunities to encourage forward momentum with the ECAP.

- In collaboration with City staff, build a comprehensive spreadsheet that can be updated to track completed actions. The spreadsheet will identify and track the action steps identified in the implementation plan and measure the City's progress towards achieving them. This will include all relevant tasks and key performance indicators for easy and effective management as outlined in the five-point framework of the ECAP.
- Creation of a work plan and milestones for some action steps that are longer in duration and involve more specific tasks. This will also include assignment of a priority score for relevant action steps, beyond what is indicated more broadly for strategies in the current "Implementation of Strategic Roadmap."
- Develop a communications plan to ensure all stakeholders are informed and involved. Identify stakeholders and work with the City to provide clear, consistent communications. This plan may include regular e-blasts to City staff, targeted outreach to individuals for task-specific information, community outreach to inform and educate the public and events to further involve stakeholders.
- Track funding opportunities and relay to City staff. Identify appropriate and eligible resources that the City may use to further fund and develop programs and projects. The Colorado Energy Office has several grants that may support this work, plus there are federal Inflation Reduction Act opportunities that could be applicable.
- Develop and track key performance indicators (KPI) based on desired outcomes. These may include specific greenhouse gas emissions reduction targets, built environment efficiency goals, and clean transportation upgrades.
- Use a trusted metrics tracking tool to enhance data accuracy and consistency. In conjunction with City staff, actively use and update the tracking tool to show progress and modifications, which will inform next steps. CLEER staff will use existing tools and may coordinate the development of new tools as needed and funding allows.
- Identify training and capacity building opportunities for City staff. Confer with City staff to learn about capacity gaps and support staff to take advantage of identified opportunities. This could include specific training like the Building Operators Certificate or grants to support additional staff and/or educational opportunities.
- Provide cost-benefit analyses for specific actions as identified by City and CLEER staff to inform decision-making. Where needed, provide context and analysis for recommendations and subsequent actions.

Cost: \$4,200

Task 2: Implementation analysis and visualizations

Task 2.1: Create visualizations of data, updates on key metrics such as emissions reductions, and engagement efforts.

The deliverables of this task are meant to supplement the presentations discussed in Task 2.1, resulting in engaging materials. Examples of data visualizations and metrics that would be shared throughout the year include:

- Charts showing emissions reduction progress
- KWh reductions resulting from equipment upgrades
- 15-minute interval data profiles detailing active energy reductions
- New electric equipment in use and associated fuel use and emissions reductions
- As projects are performed with considerable emissions reduction projections, tables or charts will be shown highlighting the impact to the emissions totals for the City
- Present updates on outreach and education efforts conducted with City staff and Glenwood Springs residents as appropriate

Cost: \$2,400

Task 3: Greenhouse Gas Inventory update

Task 3.1: Update the City of Glenwood Springs' GHG inventory using the ICLEI ClearPath tool to reflect data from the 2024 calendar year.

- Collect and record utility, transportation, and landfill data for municipal operations for 2024
- Input data into the ICLEI ClearPath tool
- Compare carbon emissions data to prior inventory(ies) and peer cities
- Compile findings into a report that highlights greenhouse gas emission figures by sector
- Share report detailing progress toward emission reduction goals

Cost: \$14,400 for municipal inventory

Project budget

TASK NUMBER	TASK TITLE	Hrs (\$120/hr)	Total
1	Task 1: Implementation Tracking and Reporting		
1.1	Develop and maintain a tracking system to monitor the progress of ECAP implementation actions	35	4,200
Task 1: Subtotal		35	4,200
2	Task 2: Implementation analysis and visualizations		

2.2	Create visualizations of data, updates on key metrics such as emissions reductions, and community engagement efforts	20	2,400
Task 2: Subtotal		20	2,400
3	Task 3: Greenhouse Gas Inventory Update		
3.1	Update the City of Glenwood Springs' GHG inventory using the ICLEI ClearPath tool by June 15, 2025, to reflect data from the 2024 calendar year.		
3.1.1	Collect and record utility, transportation, and landfill data for municipal operations for 2024	30	3,600
3.1.2	Input data into the ICLEI ClearPath tool	10	1,200
3.1.3	Compare carbon emissions data to prior inventory(ies)	35	4,200
3.1.4	Compile findings into a report that highlights greenhouse gas emission figures by sector	40	4,800
3.1.5	Share report detailing progress toward emission reduction goals	5	600
Task 3: Subtotal		120	14,400
Project management			
	Invoicing, budgeting, operational meetings	15	\$1,800
Project management Subtotal		15	\$1,800
Performance Bond			
Task 9: Subtotal		0	
		PROJECT TOTAL	\$22,800

Corporate Resume + Organizational Experience

CLEER: Clean Energy Economy for the Region has extensive experience in developing and implementing climate and energy action plans, with an emphasis on using approaches that are tailored to the needs and conditions of local communities and create measurable energy savings and economic benefits for households, businesses, and local governments. While many planning efforts frequently lead to very extensive and detailed documents that are challenging to turn into action, CLEER utilizes participatory and data-driven planning approaches that provide an opportunity for communities to build knowledge, partnerships, and expertise within the community, and lead to tangible and sustained results. Here is a sampling of some of CLEER's experience to date:

- Gathering and analyzing utility data and creating energy and climate inventories and plans, including for [Garfield Clean Energy](#) (GCE), [Eagle County](#) (2014, 2017, 2019/2020, 2021 and 2022), Pitkin County, the [Town of Carbondale](#), and the [Garfield, Eagle, Pitkin Three County Solar Plus Storage Plan](#). CLEER was a co-contractor on the City of Glenwood Springs Energy and Climate Action Plan, and is also currently the consultant to develop the City of Rifle's Energy and Resilience Action Plan.
- Designing and delivering programs to reduce greenhouse gas emissions with an emphasis on effective, measurable action and energy cost savings. This includes the development and management of [GCE's ReEnergize program](#), City of [Glenwood Springs' Municipal electric and water rebates](#), [Advanced Energy Management for government facilities](#), [ReCharge Colorado EV charging station grants](#), and others.
- Design and facilitation of community participation efforts for climate, energy, transportation, and resource planning. We have also been a key part of water and drought planning efforts, resiliency, and climate mitigation planning efforts.
- Climate and energy communications including outreach materials, media coverage, website development and marketing to increase the accessibility of resources and information. Our team maintains the website for Garfield Clean Energy and produces a monthly GCE newsletter to provide information on GCE programs. In addition we manage several other program websites including [Colorado Clean Diesel program](#).
- Extensive experience in interacting with State of Colorado agencies and funding sources. CLEER developed the plan for the 2008 Garfield New Energy Communities Initiative initial inventory and plan, which led to the creation of Garfield Clean Energy, and harnessed \$1.3 Million to jumpstart energy efficiency and solar projects throughout Garfield County. CLEER tracks state, federal and foundation funding to assist with funding plans for implementation.
- Project manager and advisor for innovative renewable energy projects including the ongoing [Carbondale Geothermal District Coalition](#) and multiple solar installations throughout the county.



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Code Amendment Process

Action Requested: Discussion and review of a Code Amendment process

Department: Economic and Community Development

Presented By: Hannah Klausman

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: This work session is intended to familiarize all members of Council with the Code Amendment Process in relation to agenda item #12 "Code Amendments to Title 070 \ Related to Accessory Dwelling Units, Design Standards, and Use Definitions" in the regular meeting schedule. Full text and details of the proposed amendments can be accessed in the staff reports for that item.

Code Amendments to Title 070 Development Code require an Ordinance approved by City Council. The purpose of amending the text of this Code is to respond to changed conditions or changes in public policy, or to advance the general welfare of the City. An amendment to the text of this Code shall be initiated by the Director, the Planning Commission, or the City Council.

Staff has included the procedural steps in Section 070.060.040 Ordinance Amendments for a Code Amendment as an attachment to this report.

Issues: The proposed Code Amendment on Council's regular agenda is proposed by the Director of Community Development after discussions with staff, City Council and Planning and Zoning Commission. The topic areas for the proposed amendment includes the following:

Accessory Dwelling Units

This amendment is related to updated Landscaping requirements and difficulties staff has encountered with applicability to an ADU versus the entire property. Staff is proposing an amendment to applicability that strikes a balance between achieving the intent of lot requirements while also maintaining the goal of encouraging ADU production as efficient infill development.

Additionally, Planning and Zoning Commission discussed sidewalk requirements for ADU's. Currently, per Municipal Code Section 070.040.070 Access and Circulation, and Chapter 5 of the Engineering Standards require sidewalks for Accessory Dwelling Units that are over 500 square feet.

Design Standards

Design standards are a section of Code that often gets amended due to advances in construction and building materials as well as aesthetic perceptions. In the proposed amendment, staff is recommending allowing the use of Stucco as an approved building material where it has been prohibited, and creating allowances for white and off white paint color that has also been prohibited in certain circumstances. Staff believes the prohibition of these two items creates confusion among the public and unnecessary workload for staff to enforce.

Hotel Definition

This code amendment is in response to changing industry trends in lodging uses. Staff has found that the distinction between vacation rentals and hotel uses is not clear and is creating confusion and uncertainty, requiring interpretation of code. By further detailing the definition of a Hotel, staff believes this can be easily avoided and provide greater clarity to the development community.

Errata corrections

Currently Code designates the City Engineer to serve as the Traffic Engineer. The City now has both a City and Traffic engineer now, Ryan Gordon and Lee Barger respectively.

Approval Criteria

A Code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. Is necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.

Fiscal Impact: Code amendments can have fiscal impacts on developers related to the cost of construction or development.

Legal Review: NA

Staff Recommendation: NA

070.060.040 Ordinance Amendments.

...

(c) *Code Amendment.*

- (1) *Purpose.* This Subsection describes the review and approval procedures for amending the text of this Code to respond to changed conditions or changes in public policy, or to advance the general welfare of the City.
- (2) *Applicability.* An amendment to the text of this Code shall be initiated by the Director, the Planning Commission, or the City Council.
- (3) *Code Amendment Procedure.* Figure 060-4 identifies the applicable steps from the common review procedures in Section 070.060.030 that apply to the review of Code amendments. Additions or modifications to the common review procedures are noted below.



Figure 060-4: Summary of Code Amendment Procedure

- a. *Application Submittal and Handling.* An application for an amendment to the Code shall be prepared by the Director. If the amendment is initiated by the Planning Commission or City Council, the Director shall prepare the application at the request of the Planning Commission or City Council.
- b. *Staff Review and Action.* The Director and the DRC shall review the application and prepare a staff report and recommendation in accordance with Subsection 070.060.030(e).
- c. *Scheduling and Notice of Public Hearings.* The Code amendment application shall be scheduled for public hearings before the Planning Commission and City Council in accordance with 070.060.030(f), and noticed in accordance with Subsection 070.060.030(f)(3)a.1 and 2.
- d. *Review and Decision (Planning Commission and/or City Council).*
 1. *Planning Commission Review and Recommendation.* The Planning Commission shall review the Code amendment application and recommend approval, approval with conditions, or

denial of the amendment in accordance with Subsection 070.060.030(g) and the approval criteria in Paragraph 3. below.

2. *City Council Review and Decision.*

- i. The City Council shall review the Code amendment application and approve, approve with conditions, or deny the amendment in accordance with Subsection 070.060.030(g) and the approval criteria in Paragraph 3. below. The City Council may also remand the Code amendment application back to the Director or the Planning Commission for further consideration.
- ii. If the City Council remands the application back to the Director or Planning Commission, additional public hearings may be required before final adoption.

3. *Code Amendment Approval Criteria.* A Code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. Is necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.

e. *Post-Decision Actions and Limitations.* Post-decision actions and limitations in Subsection 070.060.030(i) shall apply with the following modifications:

1. Approval of a Code amendment authorizes the approved revision to the text only. A Code amendment shall not authorize specific development activity.
2. A Code amendment shall remain valid until the revised text of the Code is subsequently amended in accordance with this Subsection.

(d) *Annexation.*

(1) *Purpose.* This Section describes the procedure for annexing new land into the City.

(2) *Applicability.* This Section applies to all petitions to annex new land into the City.

(3) *Annexation Procedure.*

- a. Annexation of land into the City shall comply with the procedures and other provisions of C.R.S. § 31-12-101 et seq.
- b. The final annexation plan shall conform to applicable state statutes, shall be consistent with the Comprehensive Plan, and shall include all information required by the City to evaluate whether and to what extent the annexation impacts the City and the public health, safety, and welfare of the City.
- c. Annexations may be considered concurrently with zoning and development permits; however, no development permit for land proposed for annexation into the City shall become effective until the related annexation is approved by the City Council.
- d. Annexations require an affirmative vote of a majority of the qualified electors per April 23, 2024 majority vote on ballot issue 1A amending the City Charter.

-
- (4) *Annexation Policies.* Annexation of land into the City is a legislative act of City Council. The City Council shall annually review its policy regarding annexation to inform the public of the City Council's willingness to consider potential annexations.

(Ord. No. 19-2018, § 2(Exh. A), 8-2-2018; Ord. No. 3-2019, § 2(Exh. A), 1-31-2019; Ord. No. 13-2024, § 2(Exh. A), 8-1-2024)



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: June 5, 2025 Council Minutes
Action Requested: June 5, 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
JUNE 5, 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. 3:05 Roll Call

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

Staff Present: Also present were City Manager Steve Boyd, City Clerk Ryan Muse, City Attorney Karl Hanlon, Director of Public Works Matthew Langhorst, Chief of Public Safety Joseph Deras, Deputy Chief of Police John Hassell.

Item 2. 3:21 Agenda Changes & Conflicts

No were noted.

Item 3. 3:33 Council Announcements

Councilor Smith made announcements about the following: June 10th Bike There day and free breakfast that will be available there. This event is hosted by the City of Glenwood Springs. The Garfield Clean Energy Board met recently and discussed energy efficient building standards that are on the horizon. There is a thermal energy workshop hosted in Glenwood Springs in the coming days. June 21-22 the Colorado Preservation Inc., meeting will take place. The Colorado Community For Climate Action board will meet next week, and Councilor Smith will attend. The Transportation Committee met last week, and the Commission would like to review the Comprehensive Safety Action Plan Report before it is adopted by the council so that they can give their recommendations. He also mentioned Ralph Trapani who was honored for being a long time and dedicated Transportation Commission member over a 12-year span.

Councilor Zalinski announced the Wilderness Workshop party that will take place June 12th. On September 27th there will be an aviation expo at the airport.

Item 4. 10:52 Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes)

There were none.

Item 5. 11:05 Consent Agenda

Councilor Schmal Zalinski moved to approve the consent agenda with a correction regarding the motion to adjourn being corrected to reflect it was made by Councilor Zalinski, not Councilor Simms. Councilor Townsley seconded the motion, and it passed unanimously.

Mayor Dehm thanked Adam Decker for being a member of the Transportation Commission and taking an appointment as a seated member of the Commission. He also thanked Tate Fairbanks for applying for reappointment to the Urban Renewal Authority.

Item 6. 12:12 Discussion with LIFT-UP about food insecurity

John Lund, the Vice Chair of the Board for LIFT-UP, and Jess Hedden, the Interim Director of Operations, presented on food insecurity and programs in the town and valley.

Item 7. 20:12 Project updates

- a. 6th Street Project
- b. South Bridge
- c. 27th Street
- d. Blake Ave.

Director of Public Works, Matt Langhorst, presented updates on the above-listed City projects.

Mayor Dehm opened the topic up to public comment.

Laurie Chase, city resident and 6th Street business owner, praised the City for the speed with which the work is being done on 6th Street.

Mayor Dehm closed the topic up to public comment.

Item 8. 47:27 Unita Update

Mayor Dehm moved Item 9 to Item 8.

City Attorney, Karl Hanlon presented the above stated issue.

Mayor Dehm opened the topic up to public comment and there were none.

Item 9. 57:25 Discussion regarding the unhoused population

City Attorney, Karl Hanlon and Chief of Public Safety, Joseph Deras, presented. Mr. Hanlon explained the purpose of this update as it is done frequently when new Council members are seated.

Mayor Dehm opened the topic up to public comment.

Ray Tenney, a city resident, lives near Feed My Sheep and Extended Table, two resources for the local unhoused and commented on what he thinks is drawing people to our area.

Mayor Dehm closed the topic up to public comment.

Mayor Dehm requests that City staff find someone, a consulting firm, or another municipality who specializes in dealing with the unhoused and see what can be done and report back in the coming months.

Item 10. 2:25:46 Council Comments

Councilor Smith praised the appearance of the city allies. By June 15th of each year there is supposed to be an update on the Energy and Climate Action plan, he clarified with the City Manager that this will be taking place. The new council members recently did a tour with the Parks and Rec department. Councilor Smith complemented the City Facilities Superintendent and noted that he feels something should be done about the shooting range in South Canyon.

Mayor Dehm said the lights under the bridge are not on at night. Which bridge was not mentioned. Public Works Director, Matthew Langhorst said he was aware of the situation.

Item 11. 2:30:30 Report from City Administration

City Manager Steve Boyd reported that the City had a meeting with Michael Merrill from the Gun Club earlier in the day and he will have an update soon. He also noted that a city employee is close to closing on a unit in the L3 lofts Habitat for Humanity project and hopes situations like this help retain staff. RFTA is doing a zero-fare pilot up valley. RFTA is asking RFTA members for \$10,000 in support of that program. A formal ask for this will come in the next budget appropriation that appears before Council.

Item 12. 2:32:18 Social Event Announcement

Mayor Pro Tem Zalinski announced this will take place at Doc Holliday's.

Item 13. 2:32:33 Adjournment

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



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Youth Representative Appointment to Historic Preservation Commission

Action Requested: Appoint Sophie Edman as Youth Representative for the Historic Preservation Commission.

Department: City Clerk

Presented By:

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

Background Info: Appoint Sophie Edman as Youth Representative for the Historic Preservation Commission. She was interviewed by Mayor Dehm and City Manager Steve Boyd who recommend her appointment.

Composition of the Historic Preservation 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 with in 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 Historic Preservation Commission
(as defined in Title 020 of the Glenwood Springs Municipal Code);
(I) Powers and Duties of Historic Preservation Commission.

The powers and duties of the Historic Preservation Commission shall be:

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

Issues: n/a

Fiscal Impact: n/a

Legal Review: n/a

Staff Recommendation: Staff defers to Council.

[Print](#)**Historic Preservation Commission Application - Submission #3237****Date Submitted: 5/27/2025****Historic Preservation Commission Application**

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

Emery Ellingson; Planner II
emery.ellingson@cogs.us
970-384-6472



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 Historic Preservation Commission. Please select the option that applies to you.

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

Please select today's date***Personal Information****First Name*****Last Name*****Occupation*****Home Address*****City*****State*****Zip Code***

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 Historic Preservation Commission?***

I am passionate about history both globally and locally. I believe preserving our community's heritage is essential and in order to actually start helping out I want to join the Glenwood Springs Historic Preservation Commission. Serving as a youth representative would allow me to help preserve Glenwood Springs' legacy and contribute to also educating others about its significance.

What do you view as the role of a Historic Preservation Commission member?*

I view this role as an opportunity not only to learn more about the rich history of Glenwood Springs, but also to take what I learn and share it with others—so they too can understand why preserving our town's heritage is essential. I believe that keeping Glenwood's history alive is key to maintaining its unique character and vibrancy for future generations.

Do you have any professional experience in one of the following disciplines: architecture, landscape architecture, architectural history, history, archaeology, planning, geography, anthropology, building trades, law, or real estate?*

My experiences include volunteering, public speaking, and leading peer groups. I've spent over three years on Glenwood Springs High School nationally competitive Mock Trial team, and I'll be interning this summer at the Aspen Historical Society to learn more about our history locally in the valley and be able to educate others better. I'm also a scholarship recipient for a WWII Normandy study program as I'm interested in history globally too. These experiences have developed my leadership, communication, and historical research skills—all of which I hope to bring to the Commission.

Note - professional experience in these fields is not a requirement for appointment to the Commission.

Please list degrees received.*

Rising senior at Glenwood Springs High School

School, college, university attended and area of study.

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

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

no except for the WW2 Normandy Educational trip from July 1-11 otherwise I have no existing time commitments

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

While I haven't served on a formal board or commission yet, I've gained relevant experience through my work on Glenwood Springs High School's nationally competitive Mock Trial team. For the past three years, I've collaborated with teammates, attorneys, and coaches to prepare legal arguments and present them in structured, high-pressure settings. This has taught me how to communicate professionally, listen respectfully to differing viewpoints, and work toward shared goals—skills that are essential in any board or committee setting. In addition, my role as a Link Leader has involved coordinating events and working with school staff and student peers to support incoming freshmen, further strengthening my ability to collaborate and lead in organized environments.

Have you previously served on the Historic Preservation Commission?*

No

**Reappointment Applicants**

These questions only required for reappointment applicants.

Why do you think you should be reappointed?**Have you served two full successive terms on the Historic Preservation Commission?**

-- Select One --

**Powers and Duties of the Historic Preservation Commission**

(as defined in Title 020 of the Glenwood Springs Municipal Code) (I) Powers and duties of Historic Preservation Commission.

The powers and duties of the Historic Preservation Commission shall be:

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

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

(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 19, 2025

Agenda Item:	Award Request for Proposal (RFP) 2025-23P Stormwater Master Plan
Action Requested:	Award Request For Proposal (RFP) 2025-23P Stormwater Master Plan to Wright Water Engineers, Inc. bid Amount of \$214,307.
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:	The City needs a comprehensive stormwater plan to address drainage throughout the city. Without a master plan, the city cannot efficiently plan or design drainage improvements. The city anticipates receiving the MS4 permit (regulates stormwater discharges) in the near future and the master plan will help the city to plan activities meet the permit requirements.
Issues:	The stormwater master plan will accomplish: 1. Map and delineate the drainage basins in the city and model stormwater runoff from storm events. 2. Develop stormwater treatment concepts to mitigate runoff. 3. Develop concepts and a framework for how the city would fund long-term stormwater treatment, operations and maintenance, and compliance with the MS4 mandate. 4. Conduct public outreach to communicate the needs and purpose of the master plan and its cost implications.
Fiscal Impact:	The award comes in below the 2025 budgeted amount and is awarded to the lowest qualified bidder.
Legal Review:	Legal drafted the professional services agreement.
Staff Recommendation:	Staff recommends Award Request For Proposal (RFP) 2025-23P Stormwater Master Plan to Wright Water Engineers Inc, per bid Amount of \$214,307.

Proposal 2025-23P to Develop Stormwater Master Plan for City of Glenwood Springs

PREPARED AND SUBMITTED BY:

SCOTT SCHREIBER, P.E., CFM., BC.WRE

(970) 945-7755 | [SSCHREIBER@WRIGHTWATER.COM](mailto:sschreiber@wrightwater.com)



June 2025

991-999.056

Physical: 818 Colorado Ave., Ste. 307, Glenwood Springs, CO 81601
Mail: PO Box 219, Glenwood Springs, CO 81602

June 3, 2025

Via Upload to Bidnet

Ryan Muse and Ryan Gordon, P.E.
City of Glenwood Springs
101 West 8th Ave.
Glenwood Springs, CO 81601

Re: Proposal 2025-23P to Develop Stormwater Master Plan for City of Glenwood Springs

Dear Mr. Muse and Mr. Gordon:

Wright Water Engineers, Inc. (WWE) is pleased to submit this proposal for engineering services to prepare a comprehensive Stormwater Master Plan for the City of Glenwood Springs (City). WWE is the City's local stormwater expert that has been in the valley for over 50 years. WWE understands a Stormwater Master Plan isn't about just developing a model, it's about understanding local drainage issues affecting the City. During the past few years, WWE has completed three similar master plans for East Vail, Silverthorne, and Clear Creek County, and is finalizing a fourth similar master plan for Winter Park. WWE also has extensive experience with the specific matters of MS4 permit compliance and utility rate development. This background gives us broad master planning expertise and strong familiarity with the stormwater environment in Glenwood Springs that will allow WWE to efficiently develop an accurate, user-friendly, and functional Stormwater Master Plan. Our ultimate deliverable will include a GIS and Google Earth platform for the plan.

For this project, WWE is teamed with DHM Design. DHM has decades of experience performing ecological design for drainage systems in urban, suburban, rural, and mountain settings. DHM has delivered Stormwater Master Plans across Colorado, including in Ridgway, Greeley, and Fort Collins. Known for effective stakeholder engagement, DHM has consistently led successful public outreach efforts. WWE has collaborated on several projects with DHM, for which they brought public awareness and buy-in to the highest possible level.

WWE is a regional leader in stormwater master planning. We have performed stormwater master planning for the communities of Clear Creek County, Silverthorne, Aspen, Durango, Golden, Denver, and other similar mountain communities. WWE conducts stormwater master planning for the Mile High Flood District (MHFD) and has helped develop many of the drainage criteria manuals in use throughout Colorado, including MHFD's Urban Storm Drainage Criteria Manual (USDCM), which has served as a prototype for many other manuals and master plans. WWE has helped MHFD update various chapters of the three-volume USDCM, helping us stay up to date on the state of the practice. We also look forward to supporting the City in developing their stormwater criteria manual when ready.

The intent of Glenwood's Stormwater Master Plan will be to develop hydrologic and hydraulic modeling and to study, evaluate, and document the City's current stormwater infrastructure and perform modeling of the 2-year, 5-year, 10-year, 25-year, and 100-year storm events. WWE will use these analyses to identify efficiencies, recommend improvements, and work with the City to prioritize drainage infrastructure at critical points that need to be upgraded. WWE is a national leader in green infrastructure (GI) and low-impact development (LID), and we will use this expertise to make recommendations that address and improve stormwater quality to prepare the City for compliance with a future MS4 permit. WWE will also analyze the City's stormwater management to make recommendations on utility fees.

Sincerely,

Wright Water Engineers, Inc.

Scott Schreiber, P.E., CFM, BC.WRE



Executive Vice President

Proposal to Develop Stormwater Master Plan

1. INTRODUCTION

Wright Water Engineers, Inc. (WWE) proposes to study, evaluate, and document the City of Glenwood Springs' (City) current stormwater infrastructure and perform modeling of the 2-year, 5-year, 10-year, 25-year, and 100-year storm events. The team will use these analyses to identify efficiencies, recommend improvements, and work with the City to prioritize drainage infrastructure at critical points that need to be upgraded. WWE will analyze this information from the perspective of water quality to make recommendations on compliance with a future MS4 permit, water quality testing and monitoring protocols, and a stormwater utility rate structure. WWE is joined by DHM Design, which is a local leader in the community engagement process.

1.1 About WWE

WWE is an employee-owned and operated, full-service water resource, environmental, and civil engineering firm with offices in Glenwood Springs, Denver, and Durango, Colorado. The work for this project will be conducted out of our Glenwood Springs Office. WWE was incorporated in 1961 and has a staff of approximately 50 people who work as senior-level engineers, hydrologists, scientists, biologists, chemists, geologists, and hydrogeologists. WWE combines detailed planning with excellent customer service and project management in the field of water resources engineering. Areas of service include stormwater and drainage engineering, water rights, water and wastewater system planning and design, wetlands, and water supply. WWE has approximately 150 current clients, including many municipalities.

WWE has successfully performed recent stormwater master planning services for mountain communities like East Vail, Silverthorne, Clear Creek County, Durango, and Winter Park, providing these communities with valuable, easily accessible information for planning purposes (Figure 1). Additionally, WWE has supported the City of Glenwood Springs with planning and design services for several projects, such as the Three Mile Creek Confluence, coordination on floodplain evaluation for the Roaring Fork and Colorado Rivers, and regulatory floodplain investigations on Mitchell Creek. These projects have been led by project manager Scott Schreiber of WWE's Glenwood Springs office, who will also lead this project.

WWE is recognized nationally and internationally for our work in stormwater quantity and quality management. Our experience began with writing the landmark 1969 Urban Storm Drainage Criteria Manual (USDCM) published by the Denver Regional Council of Governments and the Urban Drainage and Flood Control District (now called the Mile High Flood District [MHFD]) and includes multiple updates of that criteria manual. WWE has been fortunate to work with MHFD ever since the district was founded in the late 1960s on topics related to hydrology & hydraulics (H&H), floodplain management, water quality, and special projects, including updates to all three volumes of the USDCM. For example, WWE recently completed a revision of the [runoff chapter in Volume 1 of](#)

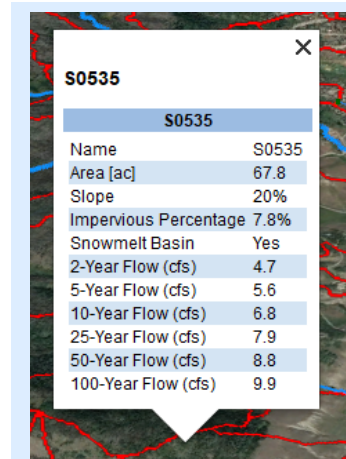


Figure 1. East Vail Master Plan Excerpt

A prized outcome of WWE's most recent stormwater master planning projects is a highly functional user interface that allows all modeling, analysis, and proposed recommendations to be viewed via Google Earth (or GIS). While stormwater master plans provide substantial information and are important for documentation, we often hear from our previous clients that reviewing the Google Earth files we develop is a valuable first step for every new project.

[the manual](#). WWE has used this expertise to write or update drainage criteria manuals for many communities in Colorado, as summarized in Attachment A.

In addition to extensive work on criteria, WWE has been involved with many special projects for MHFD. WWE has conducted roughly 30 major drainageway master plans for MHFD, local governments, and other entities. WWE completed the Cherry Creek Reservoir Southwest Tributaries Master Plan update for MHFD and the Southeast Metro Stormwater Authority (SEMSWA) this past year, and we are currently working with the MHFD, SEMSWA, and the City of Littleton to update the Slaughterhouse Gulch Master Plan. As a part of this project, we are some of the first consultants to implement MHFD's updated master planning process. These and other projects with MHFD help WWE stay at the forefront of engineering practice related to drainage and water quality.

WWE also played the lead role in the preparation of the 1992 American Society of Civil Engineers (ASCE) and Water Environment Federation (WERF) *Manual of Practice for the Design and Construction of Urban Stormwater Management Systems* and the present-day [International Stormwater Best Management Practice \(BMP\) Database](#). WWE has been at the forefront of urban drainage and stormwater quality because our staff has played major roles in the preparation of multiple reference books and manuals of practice that are used on a routine basis; we have collectively published hundreds of papers in this area; we have taught continuing engineering education classes on these topics; and we have frequently testified around the United States on stormwater management and flood control issues. We are also part of a national team involved in cutting-edge research and tool development related to whole life-cycle cost analysis of green and gray infrastructure ("CLASIC" project) as part of a \$2.5 million effort led by the Water Environment Research Foundation (WRF), largely funded by the Environmental Protection Agency (EPA).

WWE's experience with stormwater management issues across the country provides valuable perspective on the range of practices that are being successfully (and sometimes unsuccessfully) implemented in varying climates, and our experience with projects in Colorado, including ongoing work with MHFD and many Colorado municipalities, puts us at the leading edge of the practice in the semi-arid southwest.

1.2 DHM Design

DHM is a landscape architecture firm that designs works to balance human presence with nature, honoring the enduring spirit of the land. Since DHM's founding in Denver in 1975, the employee-owned Corporation has expanded with offices in Carbondale, Durango, and Bozeman. DHM's roster includes professionals in landscape architecture, stakeholder engagement, natural resource management, land use planning, graphic design, and visualization. DHM plans and designs recreational spaces, National Parks, residential communities, resorts and hospitality, cultural landscapes, civic spaces, tribal lands, legacy ranches, high-end residences, and land trusts. DHM Design serves communities by addressing the specific needs of their residents through a deep understanding of local perspectives, expectations, and measures of success. With strong stakeholder engagement at the core of our approach, we recognize that most projects involve highly engaged and informed individuals who care deeply and want their voices heard throughout the decision-making process. Our role is to listen, facilitate meaningful dialogue, and guide conversations toward a balanced set of priorities that achieve multiple community goals.

1.3 Team Personnel

The personnel who will work on this project are largely the same people who worked on the projects described in Section 5 of this proposal, References. A project organization chart is seen below, in Figure 2. The following are descriptions of these water resources professionals, and their resumes are provided in Attachment B.

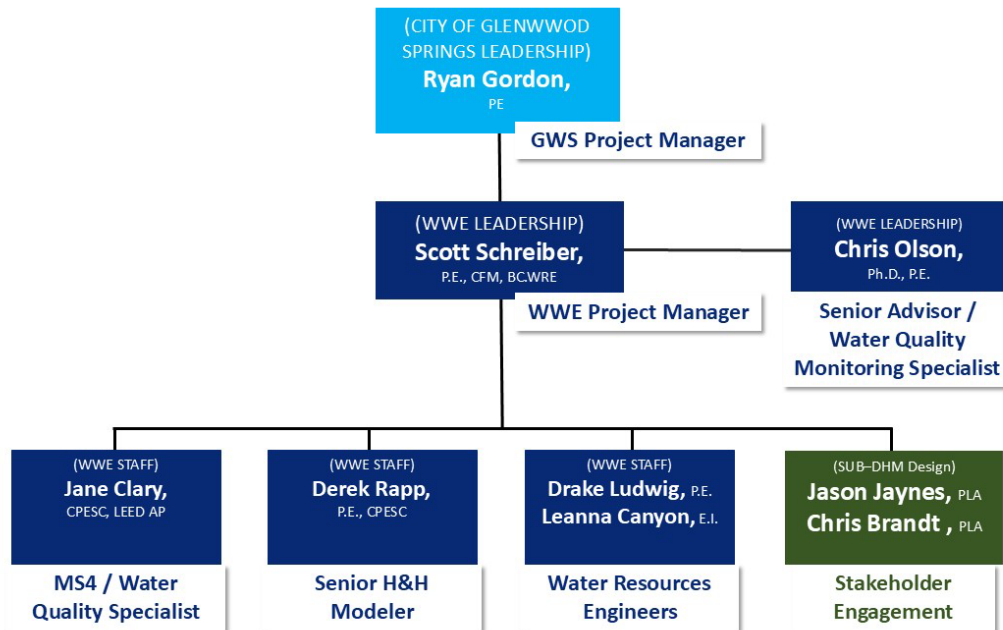


Figure 2. Stormwater Master Plan Organization Chart



Scott Schreiber, P.E., CFM, Scott Schreiber is WWE’s Executive Vice President and lead for stream and watershed health. He is a senior water resources engineer in WWE’s Glenwood Springs office with 19 years of experience in water resource engineering planning and design work. Scott is skilled in the assessment of stormwater, floodplains, and drainage and their intersection with water quality. The basis for all of Scott’s work has been storm drainage, whether in a pipe or a creek. Scott has been the project manager on many stormwater master plans, on which he demonstrated his ability to manage projects efficiently to meet project goals. Scott is also skilled in engaging and educating stakeholders on the master planning process and the outcome of analyses. Scott has also assisted clients with several successful applications for grant funding for their projects and is a skilled coordinator of multi-faceted projects and teams. He is active in many water-centric organizations across the state, such as the Colorado Water Conservation Board (CWCB), Glenwood Springs River Commission, and Trout Unlimited. Scott has worked for WWE for 10 years and has projected availability for the project duration of about 20% per month.



Derek Rapp, P.E., CFM, is a senior modeler with more than 20 years of experience specializing in hydrologic and hydraulic modeling including stormwater master plans. He is keenly adept at evaluating large areas into succinct plans that can be calibrated to real-world data. Derek has supported the MHFD in the development of multiple hydrologic and hydraulic modeling platforms, such as the Colorado Urban Hydrograph Procedure (CUHP) and linkages with EPA Storm Water Management Model (SWMM). Derek has developed several large-scale hydrologic models (HEC-HMS) for the Boulder Creek, St. Vrain Creek, Big Thompson River, and Cache La Poudre River watersheds. These large hydrologic models were developed for CWCB and Colorado Department of Transportation (CDOT) following the 2013 floods and for Wildfire Ready Action Plans (WRAP). Derek frequently conducts hydrologic model reviews for the MHFD master planning program and other private consulting firms. Derek also developed and maintains several software programs for MHFD focused on hydrology (CUHP, MHFD-Rational, MHFD-Inlet), stormwater quality (SCM-Design), and stormwater detention (MHFD-Detention). Derek also

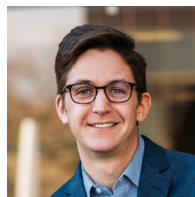
conducts various training courses on hydrology and water quality. Derek's availability over the next year is about 25%.



Dr. Chris Olson, P.E., is a senior water resources engineer based in Fort Collins who has expertise in H&H and water quality modeling, life cycle cost analysis, stormwater control measure (SCM) design (including low-impact development/green infrastructure), and water resource planning. Chris will serve as senior advisor on this project. He has recently worked on stormwater criteria manual updates for the City of Arvada, Larimer County, the City and County of Denver, and SEMSWA in Colorado, and provided confidential criteria peer review for a prominent stormwater organization in Texas. Chris's stormwater management expertise is widely recognized throughout Colorado through his pre-WWE work as the Program Manager for the Colorado Stormwater Center at Colorado State University (CSU), teaching courses on stormwater management for the Urban Watersheds Research Institute and CSU, and developing stormwater modeling/cost estimating software for MHFD. Chris' projected availability for the project duration is an average of 20% per month. He has been with WWE for six years and has two decades of experience in stormwater engineering and management.



Jane Clary, LEED AP, is WWE's senior water quality specialist. A former state Water Quality Control Commission appointee, Jane has her finger on the pulse of water quality enhancement and treatment techniques in the mountains of Colorado and nationally. Jane co-developed the [International Stormwater BMP Database](#), including the recent addition of a stream restoration database and crediting guidance for WERF. Jane is an important member of WWE's stormwater criteria development team and serves as an advisor on MS4 matters like *E. coli*, treatment SCMs, and water quality data analysis. She works in WWE's Denver office, and her projected availability for the project duration is an average of 15% per month.



Drake Ludwig, P.E., is a water resources engineer in WWE's Glenwood Springs office with 11 years of professional experience in planning, modeling, and design. Drake will serve as the lead project engineer on this project. He has worked on numerous stormwater planning studies and drainage design projects throughout Colorado, including the East Vail Stormwater Master Plan. He has in-depth knowledge of PC SWMM and other modeling tools that will be used in this project. He has extensive experience in permitting, designing, and constructing drainage projects in stream and urban environments. Drake is proficient in hydrologic as well as 1D and 2D hydraulic modeling. He is skilled in using ArcGIS and AutoCAD Civil 3D to develop complex watershed models and detailed construction documents. Drake has a bachelor's degree in environmental engineering from CSU. His projected availability for the project duration is approximately 30% per month, and he has been with WWE for six years.



Leanna Canyon, E.I., is a WWE water resources engineer with three years of experience who organizes and processes water resources data to develop reports and other documents. She specializes in water resources logistics in assisting with permitting, scheduling, and coordination with regulators, clients, and staff. Leanna develops graphics using ArcGIS Pro and AutoCAD Civil 3D and performs H&H modeling using HEC-HMS and HEC-RAS software. She will serve as a project engineer on the City of Glenwood Springs Stormwater Master Plan and is based in WWE's Glenwood Springs office. Her projected availability for the project duration is an average of 50% per month.



Jason Jaynes, PLA, is a Professional Landscape Architect with DHM who brings a diverse portfolio of experience, including parks and trails planning, single-family and private ranch design, transportation facilities and streetscapes, affordable housing, public agency and land trust projects, and public process facilitation. Jason is especially skilled in leading stakeholder engagement efforts, ensuring that community voices are actively incorporated into the planning and design process. His work reflects a commitment to inclusive dialogue, balancing diverse interests to shape spaces that serve both people and the environment. He has played a key role in numerous LEED-certified and sustainability-focused projects throughout the region. Jason believes that environmental stewardship, functionality, and human comfort are inseparable from the design process and essential to the lasting success of a built project. He is based in Carbondale and has projected availability for the project duration of about 20% per month.



Chris Brandt, PLA, is a landscape architect with extensive experience in design, in-depth construction detailing, and hand drawn graphics. His professional interests gravitate towards the sustainable use of water and the thoughtful inclusion of rainwater as a design amenity. His knowledge of materials paired with a strong understanding of construction methods has contributed to a richly diverse group of built environments. Within the Roaring Fork Valley, Chris has worked on the Roaring Fork Transportation Authority Rio Grande Trail Corridor Standards Manual and Red Hill Access Trails. DHM's support for the public outreach process has consisted of hosting open houses, managing project websites, and advertising public events and project updates through social media.

2. FEE SCHEDULE

The following fee schedule was developed based on the tasks presented in the request for proposals. This fee is a budget based on review of the request for proposals and available information. A range of costs for each task and total project is provided based on our past experiences with these types of projects. If our team can complete the work for the low range provided, the additional budget will not be used or could be allocated to initial program implementation.

Table 1. Fee Schedule – City of Glenwood Springs Stormwater Master Plan

Tasks		WWE						DHM		Subtotal Costs	Low Range	High Range
		S. Schreiber	D. Ludwig	C. Olson	L. Canyon	D. Rapp	J. Clary	J. Jaynes	C. Brandt			
		Principal	Engineer Pro. I	Sr. Project Engineer	Engineer Pro. III	Modeler	WQ Spec.	Community Engagement				
		\$258	\$206	\$232	\$149	\$232	\$258	\$200	\$150			
1	Project Management	20	0	0	0	0	0	30	44	\$19,335	\$17,400	\$20,300
2	Drainage Basin Mapping and Hydrology	6	24	0	128	460	0	0	0	\$132,284	\$119,100	\$138,900
3	Alignment with Future MS4 Requirements	6	0	24	32	0	8	0	0	\$13,948	\$12,600	\$14,600
4	Stormwater Utility Evaluation	6	0	88	152	0	16	0	0	\$48,740	\$43,900	\$51,200
Hour Subtotals		38	24	112	312	460	24	30	44	1,044	940	1,096
Labor Subtotals		\$9,804	\$4,944	\$25,984	\$46,488	\$106,720	\$6,192	\$6,000	\$6,600	\$214,307	\$193,000	\$225,000

3. PROJECT SCHEDULE

The following schedule is provided based on an eight-month window provided in the request for proposals.

Table 2. Proposed Project Schedule

Task	Jun				Jul				Aug				Sept				Oct				Nov				Dec				Jan				Feb			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Management			M		M		M		M		M		M				M	C			M				M				M	P			M	P		
Drainage Basin Mapping and Hydrology																																				
Alignment with Future MS4 Requirements																																				
Stormwater Utility Evaluation																																				

M: Meeting C: Council Work Session P: Public Outreach

4. PROJECT APPROACH

4.1 Task 1: Project Management

Project management for a project of this scale for our hometown municipality will be developed to work closely with City staff to deliver a product that exceeds the City's goals and expectations. Our previous experience in developing stormwater master plans provides us with a keen understanding of how to develop these in a way that benefits the community the most. Scott Schreiber will be the main point of contact for the entire project. Scott will be available to meet virtually or in person due to our proximity to the City offices. Scott's in-depth knowledge of the City and its drainage basins from previous work and involvement with the Glenwood Springs River Commission provides a level of support that others can't provide. Scott will initiate the project with a kick-off meeting. Prior to this meeting, Scott will look for opportunities to hit the ground running, including reviewing available data and developing background mapping so that the kick-off meeting can be efficient and fruitful. Scott will have an open line of communication with City staff as needed. During the project, continued coordination and communication will take place so City staff can become as immersed in the study as they would like to be and can provide feedback on the approach.

Progress Meetings

Our team will conduct at least monthly progress meetings with City staff to keep them up to date on the project progress. These meetings might be more frequent during the onset of the project to ensure the City's needs are met. The meetings will be organized in a way that is efficient yet effective. Our team will document the outcome of these meetings with action items and next steps. Meetings can also be scheduled in the field with various City staff to better understand the stormwater infrastructure. At the onset of the project, our team will work to develop mapping of the City so that a spatial platform can be provided for meetings and discussions.

Public Outreach

Our team will support at least two public outreach meetings to discuss the outcome of our work with the public. Our team excels at and enjoys public outreach, as the work we do serves to make the public's lives better. DHM is an expert in public outreach and will help to convey highly technical information from stormwater master plan modeling to the public in a way that can be easily understood. As will be discussed later, all the analyses and evaluations completed as part of this project will be provided in a Google Earth platform that can be used during public outreach to allow people to simply understand the drainage situation in their area of concern. Our team will support the community in understanding the work we developed and how they can support the City in upgrading the stormwater infrastructure throughout town. The public meetings will also include a robust presentation of information and development of storyboards showing basin delineations, stormwater appurtenances, and potential options for water quality development.

Council Work Session and Presentation

We look forward to presenting to our colleagues at Council work sessions and meetings. We understand the governmental system of our small community and understand that the Council needs to be educated on the stormwater needs of our City. Our existing relationships with many Council staff, along with involvement with the River Commission, will provide for rapport and trust throughout this process. We strive to educate the various councils with our approach to stormwater master planning and how the analysis is completed. We will then provide a robust, but concise and clear presentation of the final report and how best the Council could use the master plan to support future projects.

Included with this RFP is a simple schedule that will be elaborated on and verified with City staff at the onset of the project. We will adhere to the schedule to ensure the project is completed on time. We will also watch the budget of the project to ensure our team stays within the allocated funds.

4.2 Task 2: Drainage Basin Mapping and Hydrology

The following sections walk through our Teams approach to stormwater master planning. Of all the previous stormwater master plans we have completed, the greatest outcome of all is a living model that can be viewed in Google Earth. The Google Earth output can provide detailed information on basins, drainages, culverts, flow rates, capacity, and recommended projects.

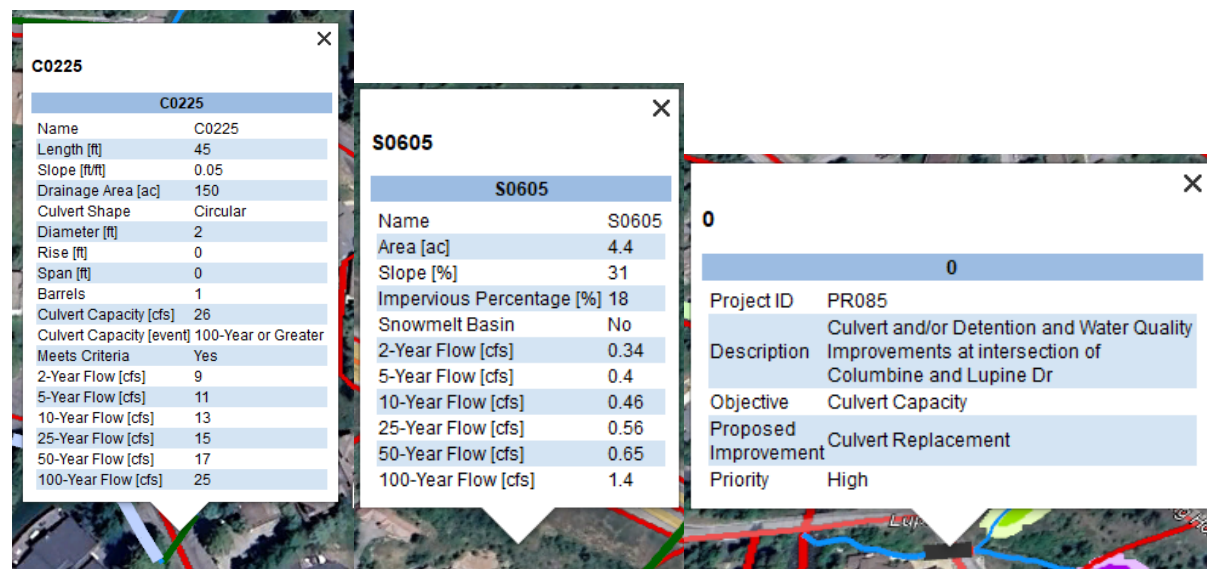


Figure 3. Google Earth Output

Background Data Review

As part of this task, our team will review all readily available background information. As part of this proposal process and due to our familiarity with the City and many of these background documents, we are already familiar with many of these studies. Available information from existing documentation will be digitally incorporated into an ArcGIS database, which will be used as the backbone of the Stormwater Master Plan moving forward. Once all available existing infrastructure information has been incorporated, WWE will work with the City to determine if any data gaps exist. From the initial review of the data, we understand some things have not changed, but it is also clear that the City has developed substantially, especially towards the west end. We look forward to updating and refining the previous analysis to provide a sound footing for potentially becoming an MS4 in the future.

Basin Delineations

Delineating drainage basins (and sub-basins) will be the first and most important step to the development of the master plan. We will start this work by interviewing various City staff to understand where problem areas are, to ensure a stormwater master plan design point is established there. The basin delineations will be evaluated from previous work completed as part of other studies and then refined. This information will be compiled and reviewed with the City to ensure accuracy. Site visits during rain events



Figure 4. Example Basin Delineation in Google Earth for Vail

will also be used to evaluate the stormwater conditions in situ. WWE will work with the City to identify basin outfall locations and any additional specific hydrologic design points within each basin due to inefficiencies, flooding, known concerns, or potential future developments. Accurate basin delineations are key to a successful stormwater master plan, incorrectly identifying basin locations or having basins of wide-ranging sizes and shapes can impact the outcome of the study. We will summarize existing and future land use data for each basin. Drainage area boundaries will be based on existing topography and drainage infrastructure. All drainage area boundaries will be provided to the City for review. The basins and sub-basins will be provided to the City via PDF maps and Google Earth and GIS-based shape files.

Hydrologic Modeling

Once the drainage boundaries have been developed, the next step will be to build the hydrologic model. WWE recommends discussing modeling software and what might be best for the City. WWE recommends EPA SWMM via PC SWMM as the platform for evaluating City-wide drainage, which allows extensive efficiency in modeling, analyzing, and modifications on a GIS-based platform that can be easily delivered to the City in future analyses and compatible with their GIS platform. The EPA SWMM is a tried and tested program that is free and easy to use. SWMM allows for a holistic program that can be utilized as one unit for hydrology, hydraulics, and the development of alternatives. SWMM is highly regarded as the premier modeling platform for stormwater and can be incorporated into many state-applicable models as required. SWMM is not only excellent for hydrologic evaluation, but it is also the standard for hydraulic modeling, therefore allowing for great efficiency in modeling and no loss of data. One holistic model is easier to use than multiple separate models that must interface.

WWE will develop runoff hydrographs for all subbasins delineated. This information will be automated through the modeling software. Based on inputs into the model, various hydrologic recurrence intervals can be evaluated. WWE will utilize existing drainage infrastructure information provided by the City and supplement it with field visits as appropriate. We incorporate digitally available soil data from the Natural Resources Conservation Service (NRCS) into the modeling. WWE will also include available information on detention facilities that can be incorporated into the models to understand how they affect the actual hydrology under different recurrence intervals. Figure 5 shows an example of modeling results.

Storm Drain Name	Length (ft)	Drainage Area (ac)	Capacity (cfs)	Capacity (Year) ¹	Meets Existing Drainage Criteria ²	Peak Flow (cfs)					
						2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
C0005	143	25	58	Exceeds 100YR	Yes	2.3	2.8	3.2	3.9	4.5	5.2
C0292	114	12500	350	10YR	No	200	290	340	410	480	530
C0295	80	12700	420	10YR	No	210	300	360	460	510	570
C0300	387	10	14	Exceeds 100YR	Yes	2.3	2.8	3.3	4.0	4.6	5.3
C0305	122	12700	1500	Exceeds 100YR	Yes	220	310	370	470	520	580

Figure 5. Example of Modeling Results

For rainfall data, we will use the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, which has recently published new mapping. An advantage of using the NOAA Atlas 14 values is that NOAA/the National Weather Service (NWS) has an online tool that easily allows users to look up rainfall information. There are multiple rainfall distributions that could be utilized for this analysis, including those used for the CUHP as adopted by MHFD, as well as region-based storm distributions published in NOAA Atlas 14. In addition to rainfall, snowmelt runoff is an important consideration for mountain environments such as Glenwood Springs. Our team has evaluated multiple rainfall and snowmelt runoff methods as part of our previous work and can identify the strengths and weaknesses of each approach to help the City select which method would best suit their needs. Selecting this approach will be an important policy decision as it could set the standard for future hydrologic studies within the City.

The EPA SWMM model will also account for existing infrastructure, including ditches, pipes, swales, and basins. The model will be developed to understand the capacities of the existing infrastructure and determine deficiencies that need to be addressed. These deficiencies could be based on limited conveyance or a reduction in water quality treatment. The hydraulic analysis portion of EPA SWMM is discussed in the following section.

Hydraulic Modeling

Output from hydrologic modeling will be used to evaluate critical design points to safely convey stormwater runoff to its ultimate outfall. This information will be useful in understanding which major drainageways and culverts are undersized and need to be upgraded, which culverts may have additional capacity, and how the City can utilize that additional capacity. Supplemental evaluations of the appurtenances can be undertaken to understand their existing condition and when they might need to be replaced.

The EPA SWMM modeling platform allows not only for hydrologic information to be developed but also for hydraulic information to be evaluated. The EPA SWMM tool can route the pre-described hydrologic information through actual drainage scenarios to understand capacities and deficiencies. The program allows for understanding hydraulic and energy grade lines through the appurtenances to ensure they function effectively.

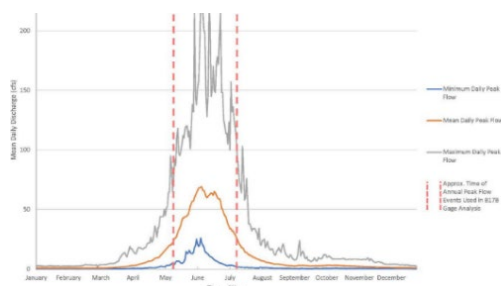


Figure 6. Example Stream Gage Analysis for Calibration

It should be noted that WWE will also calibrate any of the modeling to real stream gauges to verify that the attributes being used in the modeling are accurate. This work is done through the use of stream gauges on actual receiving waters as well as nearby creeks with similar physiographic regions. Figure 6 is an example of the use of stream gage analysis for calibration. Our recent work on Mitchell Creek, Three Mile Creek, and the Red Mountain drainage, along with many other watersheds in the area, will support this effort.

Some hydraulic analyses of larger crossings might include evaluations utilizing HEC-RAS or HY-8, which could be better suited for larger basins. This information can then be reintroduced in PC SWMM as needed. The hydraulics of the major waterways and crossings will also be evaluated with floodplains in mind to understand capacities. Evaluating the freeboard at these major crossings will also be useful.

Stormwater Treatment Solutions

Stormwater treatment is very important to the City of Glenwood Springs community. Our community is surrounded by some of the most beautiful rivers, creeks, and lakes in the world, and we care about these places. Our team will push the limit when it comes to stormwater treatment. We will look for creative, efficient, and cost-effective opportunities to improve stormwater quality throughout the stormwater system. It should be understood that stormwater treatment can start on a small scale at homes and developments by disconnecting impervious areas to allow for infiltration and natural water quality benefits to end-of-pipe treatments, including wetland and riparian enhancement, swales, and areas that not only treat stormwater but provide ecological and biological benefits to our ecosystem as well. There are also creative opportunities to implement water quality options in the middle, such as through bio-swales, hydrodynamic separators, and detention (above and below ground).

WWE is a leader in stormwater quality evaluation and developing best management practices to treat stormwater quality and has been heavily involved in supporting the MHFD on Volume 3 of the Criteria Manual that deals specifically with stormwater quality. When it comes to treating stormwater

	Vortechs	CDS	StormFilter
Unit Name/Number	VX2000	3030-6	SF8016
Unit Cost	\$25,000	\$40,000	\$85,000
Total Construction Cost	\$140,000	\$150,000	\$1,100,000
Annual Maintenance Cost	\$3,500	\$3,500	\$7,500
TSS Removal (lbs/yr)	1,400	1,400	2,100
TN Removal (lbs/yr)	20	20	60
TP Removal (lbs/yr)	<1	<1	<5
TSS Removal Cost Effectiveness (\$/lb)	\$100	\$110	\$540

Figure 7. Cost Performance and Maintenance of Stormwater Treatment Options

runoff, WWE is well-versed in the many different options for treatment techniques and treatment locations. WWE has developed many national manuals and handbooks on best management practices (BMPs) for stormwater quality. Recently, WWE completed a manual for WERF on how bank stabilization processes can be utilized to provide additional, quantitative water quality. WWE also just completed an in-depth evaluation of various water quality treatment options for the Town of Vail that can be accessed here: [Water Quality Improvements Report - Stormwater Treatment Options Report.pdf](#). WWE will incorporate detention facilities into the hydraulic modeling to understand their effects on the routing and stormwater quality treatment. As part of future projects, WWE could be tapped to develop a robust water quality sampling protocol to not only address quantity but also quality.

As part of this task, WWE will identify locations for various stormwater treatment solutions. These will be presented on plan views with aeriels and evaluated at the conceptual level for the 25-year storm event. If requested, WWE could develop a stormwater sampling protocol and project to evaluate the existing quality of the stormwater from the various basins to prioritize locations for enhanced treatment. As part of this plan, we will also provide recommended actions for private and City-owned water quality and detention facilities that may require maintenance. Maintenance of stormwater infrastructure, especially in the private sector, is lacking or almost non-existent. We have worked with many other municipalities in developing maintenance plans, agreements, and fees. Some communities like the idea of taking over maintenance on all private facilities and covering the cost via a stormwater fee, which we have supported

before. Others like to provide general guidelines for maintenance facilities that developers must adhere to in perpetuity. Both approaches have pros and cons, and we can discuss them further with the City.

Recommended Actions, Associated Costs, and Capital Planning

WWE will use the information developed through this stormwater management planning process to efficiently collaborate with the City to develop a prioritized list of recommendations for stormwater infrastructure for a capital improvement plan. This work will also include the development of associated costs that might be required following the implementation of the recommended actions, including operations and maintenance. Additional information can be provided on opportunities for the City to recapture some of the cost of stormwater improvements, potentially through a stormwater fee. Figure 8 provides an example of a capital improvement prioritization analysis done for a recent project. In addition to the costs shown on this figure, WWE can develop the average funds that should be set aside to maintain each project on a routine basis.

Once an alternative or series of alternatives is selected, WWE will develop cost estimates for each appurtenance or reach. This will allow the City to investigate costs on a holistic basis. WWE will use available costing data from the City, CDOT, contractors, and MHFD. The cost estimates will be broken down distinctly so that there is transparency in applied costs from property acquisition to actual appurtenance installation. WWE will also complete a feasibility analysis to understand the holistic effects of the drainage improvements. WWE will develop an understanding of the alternative costs and then how those costs will create cost savings in terms of maintenance and damage that would occur if the deficiencies were not addressed. WWE will utilize available resources for this information but also work with the City. These “Benefit-Cost Analyses” could be used as a basis for grant applications to groups like the Federal Emergency Management Agency (FEMA) and the State Engineers Office.

FIGURE 8. CAPITAL IMPROVEMENTS

Project ID	Project Description	Impacts to Public Health and Safety	Impacts to Critical Infrastructure	Frequency of Problem	Potential Damage	Water Quality / Environmental Impacts	Multi-Objective	Feasibility	Priority	Cost Estimate ¹
PR010	Increase the capacity of the storm drain south of Highway 6.	Moderate	Moderate	High	High	Low	Low	Moderate	High	\$390,000 - \$580,000
PR020	Increase culvert capacity beneath South Adams Avenue.	Moderate	Low	High	Moderate	Low	Low	High	Moderate	-
PR030	Water Quality Facility along the Blue River beneath I70.	Moderate	Low	High	Low	High	Low	Moderate	Moderate	-
PR040	Increase the capacity of the culverts along Salt Lick Gulch beneath South Adams Avenue.	Low	Low	High	Moderate	Low	Low	Low	Low	-
PR050	Formalize an alternate flow path to route drainage to the northeast along 3rd Street.	Low	Moderate	Moderate	Moderate	Low	Low	Low	Low	-
PR060	Create an alternate flow path to route drainage to the northeast along 5th Street.	Moderate	Moderate	High	Moderate	Low	Moderate	Moderate	High	\$200,000 - \$300,000
PR061	Full Spectrum Detention within Highway 9 Right of Way north of 5th Street to accompany rerouted flow path of	Low	Low	High	Low	High	Moderate	High	High	\$200,000 - \$300,000
PR070	Create a split flow path to route flood flows into existing storm system along Annie Road.	Moderate	Moderate	High	High	Low	Low	Moderate	High	\$300,000 - \$450,000

Figure 8. Example Capital Improvement Costs for High Priority Projects

Capital improvement planning will culminate in an interactive presentation to the staff and a site visit with key City personnel to review priority areas and potential opportunities. Recommendations might include modifications to existing hydraulic flow paths, detention of stormwater in upper basins, inclusion of stormwater quality measures to reduce pollutant loads, and stabilization of drainage swales. Prioritizations could also be developed with input from our condition assessment.

All these recommendations will be developed spatially on a mapping platform so that recommended improvements throughout the City can be visualized more easily. This will also help the City prioritize certain areas as they are developed and as the City continues to grow. This could potentially identify which projects could be coupled to allow for efficiencies in design and construction.

As part of these recommended actions, WWE will develop conceptual design documents to address the deficiencies. This part of the task can be completed in two ways. One option is to develop site-specific

projects and designs that are applicable to an exact area, and in some situations, this is necessary, especially along the major drainageways or areas with great constraints. The other option is to provide a series of generic concepts that can be applied in many different ways. We recently did this for Clear Creek County, and it was highly successful.

4.3 Task 3: Alignment with future MS4 Permit Requirements

Research Potential Water Quality Requirements

When the City receives an MS4 permit, it will be the current (at that time) version of CDPHE's Statewide General MS4 permit (COR090000) that is applicable to the vast majority of MS4s throughout Colorado. The MS4 permit does NOT have specific requirements for receiving water quality and testing (monitoring), except where a total maximum daily load (TMDL) for a specific water body and pollutant has been developed. Currently, the MS4 permit only has TMDL-related requirements for the City of Boulder and Boulder County for *E. coli* in Boulder Creek. That particular TMDL was developed in 2011 and the permit requirements were put in place approximately 10 years later. CDPHE's current TMDL prioritization list (<https://cdphe.colorado.gov/tmdl-prioritization>) does not identify any water bodies that would subject the City to TMDL-related requirements in at least the next 10 years. Our experience with the TMDL process is that it takes at least 5 years for CDPHE to develop a TMDL and at least another 5 years for TMDL-specific requirements to become effective in the MS4 permit.



Figure 9. WWE's Chris Olson Collecting Water Quality Samples

Water Quality Testing Protocols

As discussed above, we do not expect the MS4 permit to require any water quality monitoring for the foreseeable future, but our team can help support the development of protocols to be used proactively or simply monitor the stormwater runoff entering our rivers and creeks. WWE routinely supports other municipalities with water quality testing by outlining the types of analysts to sample, when to sample, and how best to sample. WWE is familiar with sampling equipment to collect, procure grab samples, or develop sampling protocols to sample during actual rain events. Sampling can also be completed at water quality devices to understand the constituents being captured.

Recommendations

The MS4 permit will require the City to meet many other requirements that are not directly related to water quality monitoring. The requirements are quite extensive and range from education/outreach activities to construction of stormwater management to implementing permanent SCMs. The latter requires permanent SCMs to be constructed for projects that disturb at least one acre and the SCM(s) must meet one of the "design standards" to provide pollutant removal. These standards would be used to determine the types and sizes of SCMs applicable for Task 2.c.

In anticipation of an MS4 permit, we would recommend the City review the current MS4 permit requirements and identify what activities/procedures/criteria they currently have in place that would meet those requirements and which of those would require additional resources. We expect the City already has programs and activities that would satisfy the permit education/outreach requirements and the City's Construction Management Plan requirements likely satisfy most (if not all) of the permit

construction stormwater management requirements. WWE has assisted multiple permittees with their MS4 permit requirements and we could develop a more refined MS4 program framework as an “add-on” to this project.

Although stormwater quality monitoring will not be a requirement of the City’s MS4 permit in the foreseeable future, our experience is that performing such monitoring for “non-regulatory” purposes has proven beneficial for MS4 permittees. At a minimum, monitoring can help determine if the stormwater runoff quality is similar to other locations (within Colorado and elsewhere) and how that might affect selection of permanent SCMs. Monitoring can also assess the performance of different types of SCMs to identify if location-specific modifications might be necessary (i.e., SCMs may be oversized or undersized, pollutant-removal filter media may not be appropriate).

4.4 Task 4: Stormwater Utility Evaluation

Stormwater Utility Coverage

WWE would use the recently updated stormwater GIS inventory, along with other GIS attributes such as land ownership (public/private) and right-of-way, to collate tables of stormwater assets that the City may be responsible for maintaining. It is clear to understand the distinction between privately and publicly owned stormwater appurtenances. It could be in the City’s best interest to manage the private infrastructure to ensure that stormwater devices are being maintained or develop a list of private infrastructure that should be monitored more closely.

Development of Maintenance Program

A stormwater maintenance program would include inspection and maintenance of stormwater inlets, pipes/culverts, manholes, outfalls, channels, and SCMs. Our approach to this task would start by recommending annual inspections of all permanent SCMs, as that will be a requirement of the anticipated MS4 permit. We would also suggest that all other stormwater assets be inspected as part of an “initial” assessment to determine the current condition of the asset. Most of these inspections could be performed visually, however storm pipes and manholes may require inspection via CCTV. The assessments would utilize a pre-developed set of inspection items and condition ratings to identify the type of maintenance required and the urgency of maintenance. The inspection data could be supplemented with “institutional knowledge” provided by the City’s maintenance staff that understand what assets of the stormwater system are most prone to maintenance needs. The initial assessments would be used to develop a short- and long-term maintenance program with estimated costs.

Development of Fee Structure

Developing a stormwater fee structure involves multiple components. The foundation is developing budget-level costs of estimates of CIP and asset inspection/maintenance over a period of at least 20 years. The more complicated part of the process is deciding how to allocate those costs across the City. There are numerous options for such allocation including, but not limited to, per parcel, imperviousness-based, zoning-based, parcel-area-based, and others. There is typically a tradeoff between the administrative resources necessary to allocate the costs with the political “buy-in” for allocating those costs “fairly”. WWE will provide a summary of the options, the pros and cons of those options, and perform an analysis of how the costs would be distributed based on those options.

5. REFERENCES

Some recent samples of stormwater master planning work products are given in Table 3. (Click the blue hyperlinks in Table 3.) To open in Google Earth, click on the individual shape files to learn about various H&H attributes of each location.

Table 3. Links to Sample Work Products

East Vail	Town of Silverthorne	Clear Creek County (Floyd Hill)
Town of Vail (East Vail) Stormwater Master Plan.pdf	Town of Silverthorne Drainage Master Plan.pdf	Clear Creek County (Floyd Hill) Drainage Master Plan.pdf
Town of Vail (East Vail) Stormwater Master Plan Google Earth File.kmz	Town of Silverthorne Drainage Master Plan Google Earth File.kmz	Clear Creek County (Floyd Hill) Drainage Master Plan Google Earth File.kmz

The references listed in **Table 4** can attest to the quality of WWE's past stormwater master planning work, described in Attachment C.

Table 4. References for WWE's Stormwater Master Planning Work

Project	Reference
Town of Vail (East Vail) Stormwater Master Plan	Project Engineer Chad Salli, P.E. 1309 Elkhorn Drive, Vail, CO 81657 (970) 479-2169 csalli@vail.gov
Clear Creek County Floyd Hill Stormwater Drainage Evaluation and Master Drainage Plan Consulting	County Engineer Stoy Streepey, P.E., CFM 3549 Stanley Rd. (CR312), Dumont, Colorado 80435 (303) 679-2470 sstreepey@clearcreekcounty.us
Town of Silverthorne Stormwater Master Plan Update	Tom Daugherty, Public Works Director 264 Brian Avenue, Silverthorne, CO 80498 (970) 262-7353 tdaugherty@silverthorne.org

WWE has extensive stormwater master planning experience ranging from initial development, through planning, into design and construction. Some of our recent stormwater master planning projects in the mountains of Colorado that are similar to this project are listed in Attachment C.

6. EXCEPTIONS

The team has no exceptions to the proposed scope of work or conditions described in the Request for Proposal.

Attachment A: WWE's Storm Drainage Criteria Manual Experience during Last 16 Years

Client	Summary	Year
Mesa County	Update Stormwater Management Manual	Anticipated 2026
City of Longmont	Update Storm Drainage Criteria Manual	Anticipated 2026
Mile High Flood District (MHFD)	Update Urban Storm Drainage Criteria Manual (USDCM) Chapter 1, Stormwater Management, Chapter 2, BMP Selection, and Chapter 6, BMP Maintenance, Volume 3	Anticipated 2025
MHFD	Update USDCM Chapter 11, Culverts and Bridges, Volume 2	Anticipated 2025
City of Arvada	Develop Drainage Criteria Manual	Anticipated 2025
City and County of Denver	Storm Drainage Design and Technical Criteria Manual https://denvergov.org/files/assets/public/v/3/doti/documents/standards/pwes-005.1-storm_drainage_design_and_technical_criteria.pdf	2024
MHFD	Update USDCM Chapter 6, Runoff, Volume 1 https://mhfd.org/wp-content/uploads/2024/06/06_Runoff%20March%202024.pdf	2024
City of Aurora	Update Storm Drainage Design and Technical Criteria https://cdns5-hosted.civiclive.com/UserFiles/Servers/Server_1881137/File/Business%20Services/Development%20Center/Water%20&%20Other%20Utilities/2023/Storm%20Drainage/CoA%20Storm%20Drainage%20Criteria%2009NOV2023.pdf	2023
Larimer County	Update Stormwater Design Standards www.larimer.gov/sites/default/files/uploads/2024/1_larimer_county_stormwater_design_standards_full_manual_appendices_updated_2024_0105.pdf	2023
City of Pueblo	Update Storm Drainage Criteria Manual https://www.pueblo.us/DocumentCenter/View/34041/April-2023-City-of-Pueblo-Drainage-Criteria-Manual?bidId=	2023
MHFD	Update USDCM Chapter 4, Treatment Stormwater Control Measures, Volume 3 https://mhfd.org/wp-content/uploads/2024/03/202403V3C4.pdf	2023
Southeast Metro Stormwater Authority	Update Stormwater Management Manual (working with team of consultants and SEMSWA) https://www.semswa.org/development-projects/city-of-centennial-submittal-and-approval-process/references/manuals/semswa-stormwater-management-manual/	2019
MHFD	Update Chapter 3, Calculating the WQCV and Volume Reduction, Volume 3 https://mhfd.org/wp-content/uploads/2019/12/Chapter-3-Calculating-the-WQCV-and-Volume-Reduction.pdf	2019
Commerce City (for MHFD)	Storm Drainage Design Manual https://www.c3gov.com/home/showpublisheddocument/18989/638204454164170000	2019, Revised 2023
MHFD	Update USDCM Volume 1 and Volume 2	2017
Greenwood Village (for MHFD)	Update Drainage Criteria Manual	2017

Client	Summary	Year
Fountain Creek Watershed Management District (as sub to Matrix)	Update Design Criteria Manual	2016
City of Durango	Update Storm Drainage Design Criteria Manual	2016
City and County of Denver (for MHFD)	Update Storm Drainage Design and Technical Criteria	2016
Town of Woodland Park	Update Drainage Criteria Manual	2013
MHFD	Update USDCM Volume 1 and Volume 2	2011
City of Aspen (as sub to AMEC)	Update Urban Runoff Plan	2009
Colorado Springs (as sub to Matrix)	Develop hydrology and water quality criteria for Drainage Criteria Manual	2009

Attachment B: Resumes

Experience Overview

Scott is a water resource engineer with 19 years of experience in stormwater management design, stream restoration, water budget analysis, Clean Water Act permitting, corridor planning studies, land development, groundwater studies, athletic field design, LOMR submittals, LID and LEED designs, and drainage infrastructure design. He is experienced in the preservation and development of fish habitat and spawning areas through low-disturbance design. Scott is proficient with HEC-RAS, SWMM, Civil 3D, RiverCAD, StormCAD, CUHP, and HY-8.



Relevant Credentials/Specialties

- ❖ Registered Professional Engineer
- ❖ 19 Years Consulting Experience
- ❖ Floodplain Analysis
- ❖ Hydrology & Hydraulics
- ❖ Corridor Planning Studies
- ❖ Stormwater Modeling
- ❖ Stream Restoration
- ❖ Channel Stability
- ❖ Drainage Master Planning

Education

- M.E., Water Resource Engineering and Management, 2010
Georgia Institute of Technology (Georgia Tech)
- B.S., Civil Engineering, 2005
Virginia Polytechnic Institute and State University (Virginia Tech)

Registrations/Affiliations

- Registered Professional Engineer in Colorado #46577 and Connecticut #35469
- Certified Floodplain Manager
- ASCE Board Certified Water Resources Engineer
- CWCB Colorado River Next Steps Consultant
- Glenwood Springs River Commission
- Denver Trout Unlimited, Various Leadership Roles, 2015-Present
- U.S. Ski & Snowboard Team Advisory Board

Stormwater Engineering

Three Mile Creek Confluence Planning and Design. Served as project manager developing concepts and details for open space at the confluence of Three Mile Creek and the Roaring Fork River in Glenwood Springs. The work included public outreach to determine what was desired at the open space as well as graphical renderings to gain input from the public and educate them on proposed techniques. The project included special consideration of sensitive spawning grounds at the confluence. The work also included designs and cost estimates for the chosen alternative. Helped acquire funding for the project through local grants.

Mitchell Creek Post-Fire Analysis. Developed post-fire hydrology and FEMA CLOMR for Mitchell Creek in Glenwood Springs, Colorado.

East Vail Stormwater Master Plan. Served as project manager in evaluation of stormwater planning for the Town. Developed strategies and solutions to address deficiencies. Work also included updating manual and design guidelines.

Winter Park Stormwater Management Plan. Project manager on a stormwater management plan for the Town of Winter Park, creating a roadmap for the future. Using quantitative and qualitative criteria to prioritize infrastructure improvements and looking for real-world deficiencies in the system through the lens of Town standards. Multi-benefit solutions are being developed, in many cases, to address multiple concerns using a standardized approach. Working with the Town to develop a 10-year capital improvement plan

Floyd Hill Stormwater Drainage Evaluation, Clear Creek County. Project manager on assignment identifying deficiencies and developing potential improvement alternatives to address drainage issues throughout the Floyd Hill community. In addition to the evaluation of the existing drainage infrastructure, also assessed potential erosion and stormwater quality concerns and developed solutions to address the known drainage or flooding problems. The costs and benefits of potential alternative solutions were evaluated to develop an actionable plan to address identified deficiencies.

Silverthorne Stormwater Master Plan. Project manager on detailed hydrologic and hydraulic evaluations of the town's stormwater infrastructure to identify deficiencies and potential strategies and solutions to address deficiencies. Evaluation of potential improvements included the quantification of benefits and estimates of the costs associated with high priority improvements. Work also included updating the town's stormwater manual and design guidelines.

Garmisch Street Master Planning. Evaluated hydrology, hydraulics, and potential improvements to surface and subsurface conveyance improvements along the Garmisch Street corridor in the City of Aspen. Used existing hydrologic and hydraulic models that WWE developed for the city as a part of WWE's 2014 Detention Analysis and WWE's recently completed mud and debris flow analysis to support Colorado Urban Hydrograph (CUHP)/Stormwater Management Model (SWMM) and FLO-2D models. Developed construction drawings and documents for Mail Trail drainage in August and later evaluated the 10-year event in the piped conveyance network and 100-year surface flows using FLO-2D.

Smith Ranch. Worked with Ten Mile Engineering to develop hydrology and hydraulics along with the Stormwater Management Plan for the Town of Silverthorne's Smith Ranch development. WWE developed existing and proposed hydrology using the U.S. Army Corps of Engineers HEC-HMS model and the Environmental Protection Agency's SWMM to develop designs for the proposed storm sewer. Evaluated existing drainage appurtenances to understand constraints.

Marriott Streamside Bridge Scour Evaluation and Countermeasures Design. Retained by the Town of Vail to evaluate scour at a bridge to the Marriott Streamside Hotel that is considered scour critical based on CDOT review of the bridge abutments. Designed countermeasures and performed permitting and construction support.

Main Gore Drive Scour Evaluation and Countermeasures Design. Retained by the Town of Vail to evaluate scour at the bridge along Main Gore Drive and design scour countermeasures. The work includes hydraulic modeling and scour calculations to support design work. Designs are being developed to implement scour protection countermeasures alongside the north and south abutment of the bridge. Work also includes permit support for wetlands, floodplains, and grading.

Mitchell Creek Post-Fire Analysis. Re-evaluated hydrology for a hydrologic conditional letter of map revision (LOMR) to reduce the effective 100-year peak flows that were established following a 2002 fire. WWE's modeling showed actual peak flows to be about 30 percent lower than were estimated by the previous letter of map revision (LOMR).

Shady Lane Minor Drainage Improvements. Served as project manager for a storm sewer design for a nuisance drainage issue located at a school bus stop in a residential area in Mesa County. Work consisted of developing hydrology for a residential area based on existing conditions and evaluating design ideas in a tight corridor with little vertical elevation change between inlet and discharge locations

Bunting Avenue Minor Drainage Improvements. Served as the project manager for a nuisance drainage issue in a Mesa County neighborhood due to large volumes of offsite drainage. The work included evaluating multiple scenarios to safely convey water through a residential area to the ultimate receiving water. Unique solutions had to be evaluated to limit impact to surrounding neighbors while also still providing access to homes. Evaluated many different options, such as dry wells and infiltration, and included designs and bid documents

Gypsum Creek Floodplain Remapping. WWE was hired to remap the entire Gypsum Creek floodplain through the Town of Gypsum. Developed detailed hydraulic modeling that would support a Federal Emergency Management Agency (FEMA) LOMR. Work utilized newly adopted 100-year hydrology to develop a floodway model. WWE supported updates to the official FEMA mapping.

Durango Cost Analysis. As part of an update of the Durango Stormwater Master Plan, performed an analysis of the impacts of new criteria. The new criteria were quantitatively compared to the old criteria by evaluating multiple actual projects under each scenario to understand the material and cost implications of the new standards.

City of Aspen Mud Flow Analysis. Completed FLO-2D analysis on potential development opportunities within the core of Aspen. The work evaluated the potential for sub-grade terraces to be re-developed that would previously store mud and debris and how development of those terraces might impact downstream properties.

Design of Riparian, Floodplain, and Pond Enhancements on the Vail Golf Course for the Town of Vail. Leading a large team of consultants developing win-win solutions to enhance the health and sustainability of the golf course and the entire watershed. Addressing the overall creek hydraulics, hydrology, and geomorphology as part of an analysis of the entire ecological system.

Experience Overview

Derek serves as a design engineer and project manager for various projects with a primary focus on hydrology, hydraulics, technical modeling, floodplain management, post-fire assessment, debris-flow modeling, and stormwater drainage/quality planning and design.



Relevant Credentials/Specialties

- ❖ Registered Professional Engineer
- ❖ 20+ Years Consulting Experience
- ❖ Technical Modeling and Software Development
- ❖ Floodplain Management and Mapping
- ❖ Master Planning
- ❖ Flood Mitigation Planning and Design
- ❖ Emergency Preparedness and Response
- ❖ Stormwater Drainage and Water Quality Criteria, Planning and Design
- ❖ Low Impact Development
- ❖ Erosion and Sediment Control
- ❖ NFIP and CRS Planning

Education

- M.S., Civil Engineering, University of Colorado 2004
- B.S., Civil Engineering, West Virginia University 2001

Registrations/Affiliations

- Registered Professional Engineer
 - Colorado #42209
 - Iowa #19761
- Certified Floodplain Manager (CFM) #09-04169
- Certified Professional in Erosion and Sediment Control (CPESC) #4381
- CDOT Transportation Erosion Control Supervisor (TECS) #13881

Hydrology and Hydraulics

Wildfire Ready Action Plans. Assisted in preparing CWCB guidance document for pre- and post-fire hydrologic evaluations for WRAPs. Built a consolidated HEC-HMS hydrologic model for the entire St. Vrain Creek Watershed including Boulder Creek as part of the St. Vrain Creek and Boulder Creek WRAPs. Currently working on developing hydrologic models for the Upper Cache la Poudre River.

CDOT Post Flood Hydrology Models. Developed HEC-HMS models for the Big Thompson River, St. Vrain Creek, and Lefthand Creek Watersheds extending from the Continental Divide to the confluence with the South Platte River. Calibrated models to observed data from the September 2013 Flood and developed design storms accounting for depth-area reduction factors. Calibrated models were used to develop revised regulatory peak discharges for use in post-flood reconstruction projects.

Drainage Master Plans. Developed numerous hydrologic models focused on water quality events up through 500-year floods including evaluation of Low Impact Design (LID), full-spectrum detention design, and alternative analyses for drainage improvements. Currently serving as an on-call consultant for master plan hydrologic model reviews with the Mile High Flood District (MHFD).

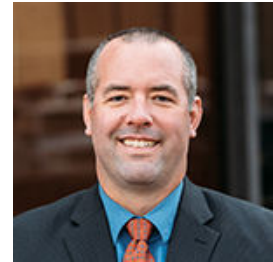
MHFD Design Spreadsheets and Software Development. Project manager and developer for ongoing updates to Mile High Flood District software including Colorado Urban Hydrograph Procedure (CUHP), MHFD-Rational, MHFD-Inlet, MHFD-Culvert, MHFD-Detention, and MHFD-SCM for water quality. Course Instructor for these software programs and EPA SWMM.

Post-Fire Hydrologic Risk Evaluation. Field assessments in Colorado, Oregon and California to evaluate post-fire hydrologic hazards including landslides, debris flows, flooding, erosion, and water quality degradation. Identified potential risks and damages associated with fires and concerns with heavy rainfall triggering landslides, debris flows, and flooding during the recovery period.

FLO-2D Modeling Analysis. Developed models for various projects in Colorado and California using FLO-2D to evaluate mud and debris flooding impacts on open channels, bridges, and building obstructions. Projects range from preliminary design evaluation through post-flood calibration based on post-fire debris flow events.

Experience Overview

Dr. Olson has 20 years of experience working in roles including program/project management, client service management, project engineering, and training/teaching. He is skilled in hydrologic, hydraulic, and water quality modeling; life cycle cost analysis; stormwater best management practice (BMP)/low impact development (LID)/green infrastructure (GI) design; and water resource planning. Dr. Olson's stormwater management expertise is widely-recognized throughout Colorado through his pre-WWE work as the Program Manager for the Colorado Stormwater Center at Colorado State University (CSU), teaching courses on stormwater management for the Urban Watersheds Research Institute and CSU, and developing stormwater modeling/cost estimating software for Mile High Flood District (MHFD).



Relevant Credentials/Specialties

- ❖ Registered Professional Engineer
- ❖ 20 Years of Experience
- ❖ Hydrologic/Hydraulic/Water Quality Data Analysis and Modeling
- ❖ Water Resources Engineering
- ❖ Drainage Planning
- ❖ Stormwater Infrastructure Inspection/Maintenance and Cost Estimation

Education

- Ph.D. Civil Engineering, Colorado State University, 2017
Dissertation: *Stormwater Best Management Practice Performance Modeling and Uncertainty Analysis for TMDL Compliance*
- M.S., Civil Engineering, Colorado State University, 2010
- B.S., Environmental Engineering, University of Wisconsin-Platteville, 2004

Registrations/Affiliations

- Registered Professional Engineer
 - Colorado #44543
 - Nebraska #19755
 - Tennessee #129416
 - Texas #150021

Hydrology and Planning

Town of East Vail Stormwater Management Plan. Assisted with the development of a SWMM model for the town's stormwater infrastructure and hydrology development for urban and non-urban watersheds.

City of Durango Stormwater Master Plan. Served as the primary modeler for developing an Environmental Protection Agency (EPA) Stormwater Management Model (SWMM) for the city's stormwater master plan. The master plan and SWMM model will be used by the city to evaluate infrastructure needs for future development.

Ralston Creek *E. coli* and Outfall Monitoring. Worked with the City of Arvada to develop an outfall monitoring program for *E. coli*. The work included identifying stormwater outfalls throughout Ralston Creek (via field work and GIS analysis) and prioritizing outfall monitoring based on several metrics.

MHFD Todd Creek Stream Restoration. This project involves the restoration design of Todd Creek as part of a new development that is occurring adjacent to Todd Creek in Thornton, Colorado. Leading the hydrologic and hydraulic modeling to support the restoration design.

Oak Gulch Watershed Master Planning. Project team member for MHFD conceptual master planning of Oak Gulch watershed near Parker, Colorado. WWE has worked on evaluating hydrology and hydraulics of traditional and GI approaches to development in the watershed. This project has provided significant insights into how master planning can better integrate GI concepts for watersheds and streams.

Stafford Site Geomorphic Stream Study. Performed hydrologic modeling using CUHP and EPA SWMM to determine stream flows for multiple return period storm events (1-year up to 100-year). Also provided a conceptual detention basin design based on two different design criteria.

City of Rogers (AR) Stormwater Master Plan. Technical project lead/peer reviewer for new stormwater master plan. Provided technical guidance to the prime consultant for developing the PCSWMM hydrologic/hydraulic model for the entire city and facilitated several workshops and presentations for city staff on how to use the models to make planning decisions.

First Creek Minor Event Model Updates. Project manager and technical lead to update the MHFD First Creek master planning models for minor events. The existing models were overestimating peak discharge rates for the 2- and 5-year events. We applied seepage rates to the First Creek SWMM models to more closely match measured flows.

City of Aurora Development Reviews and Consulting. Review preliminary and final drainage reports and drainage master plans for the City of Aurora. Learned City's system for reviews and assisted with multiple reviews for subdivisions and road projects. WWE also is in the process of updating the City's storm drainage criteria manual and conducting these reviews has provided excellent insight into criteria that have been developed since the manual was last updated approximately 20 years ago.

Larimer County Stormwater Design Standards Update. Managed the update of Larimer County's Stormwater Design Standards, finalized in September 2023. Led a team using the MHFD Manual as a baseline to create and update standards tailored to meet the specific needs of Larimer County. Chapters with common themes were grouped for efficiency, and WWE provided review drafts to the County at the 30%, 70%, and 90% stages. Oversaw development of forms and checklists for key submittals and procedures. Reviewed and revised relevant sections of Larimer County's Land Use Codes so the Codes and Design Standards will mesh well.

Stormwater Criteria Manual Development. Assisted with development of stormwater criteria manuals for several Front Range communities and organizations such as MHFD, Southeast Metro Stormwater Authority, City of Arvada, and City/County of Denver.

City of Overland Park (KS) Stormwater Quality Master Plan. Developed conceptual designs and cost estimates for 10 different green infrastructure retrofit projects, including bioretention cells and vegetated swales.

Town of Vail Stormwater Quality Assistance. Served as project manager and lead engineer on several stormwater quality projects including conceptual analysis and design of stormwater control measures in highly urbanized settings and development and implementation of a stormwater monitoring program to characterize urban stormwater quality and the performance of stormwater control measures.

Town of Vail Stormwater Quality Treatment Analysis. As lead engineer, performed a detailed hydrologic and cost-benefit analysis of various stormwater control measures to reduce stormwater pollutant loads contributing to Gore Creek.

Big Thompson River Stream Management Plan. Provided hydrologic analysis of "naturalized" and existing stream flows to support development of the stream management plan. Summarized results of the analysis using a series of fact sheets developed for public outreach.

Castle Pines Stormwater Inspections and Asset Management. Providing assistance with Municipal Separate Storm Sewer System (MS4) programs including development of several standard operating procedures (SOPs) associated with the MS4 program. WWE also performs required oversight inspections for construction and post-construction and is developing a city grading, erosion, and sediment control (GESCC) manual. Assist with review of drainage reports and plans in Castle Pines related to features including water quality and detention ponds, channels, outfalls, etc. Provide support for developing guidance and criteria and peer review related to MS4 inspections/reporting.

University of Colorado–Boulder MS4 Permit and *E. coli* TMDL Compliance. Developing an implementation plan pertaining to the total maximum daily load (TMDL) for Boulder Creek. Creating storm sewer cleaning program plan and dry weather outfall inspection and monitoring plan, including worksheets.

EPA CLASIC Project. Participated on a national team involved in cutting-edge research and tool development related to whole life-cycle cost analysis of green and grey infrastructure ("CLASIC" project). The project is part of a \$2.5 million effort led by the Water Environment Research Foundation (WRF), funded by the EPA.

Experience Overview

Jane is an environmental scientist and regulatory specialist with broad experience in water quality data analysis; watershed management; stormwater management; Clean Water Act related permitting; water resources protection and evaluation; best management practices (BMPs) selection and performance evaluation; database management; and landscape water quality and water conservation BMPs. She has comprehensive technical writing experience in each of these subject areas and extensive experience in public speaking and large group facilitation for technical projects. She has co-authored multiple water quality-related planning and BMP manuals in Colorado and nationally.



Relevant Credentials/ Specialties

- ❖ 32 Years of Experience
- ❖ Vice President
Regulatory/Water
Quality Practice
- ❖ Water Quality Data
Analysis
- ❖ Urban and Agricultural
Water Quality BMPs
- ❖ Watershed Manager

Education

- M.S., Environmental
Science, University of
Colorado, 1992
- B.S., Economics,
Vanderbilt University, 1989

Registrations/Activities

- Certified Professional in
Erosion and Sediment
Control, # 3766
- Served three years on the
Colorado Water Quality
Control Commission
- LEED Accredited
Professional
- Member, National
Academies of Sciences
Engineering and Medicine
Consensus Study
Committee
- Technical Manager of the
Cherry Creek Basin Water
Quality Authority
- Big Dry Creek Watershed
Coordinator for 20+ years
- Past Chair, UWRRC
Council of EWRI, ASCE

MS4s and Water Quality

Urban Storm Drainage Criteria Manual, Best Management Practices, Volume 3 (2010; 2021; 2025). Co-author for update of the Mile High Flood District (MHFD) BMP Manual. Key aspects include better integration of LID strategies and volume reduction practices. Key contributions included planning and policy, stormwater BMP selection and performance characterization, updates to BMP fact sheets, major revisions to construction BMPs and non-structural BMPs.

City of Boulder MS4 Regulatory Support (2019-2020). Provided peer review and support related to *E. coli* total maximum daily load (TMDL) implementation. Helped coordinate study of raccoons in the MS4.

University of Colorado-Boulder Municipal Separate Storm Sewer System (MS4) Permit and *E. coli* TMDL Compliance (2023). Developed an implementation plan pertaining to the TMDL for Boulder Creek. Created storm sewer cleaning program plan and dry weather outfall inspection and monitoring plan.

City of Boulder, Colorado, Stormwater and Flood Utility Master Plan Update (2020-2021). Served on project team supporting master plan update. Providing input on stormwater, water quality, green infrastructure (GI), MS4, and policy.

International Stormwater BMP Database (1997-present). Serving as Project Manager for the Stormwater BMP Database project (www.bmpdatabase.org), funded by WRF, FHWA, EPA and EWRI. Activities involve operating clearinghouse to review BMP performance studies from throughout U.S. and interpreting BMP performance for pollutants such as nutrients, bacteria, solids, and metals. Traditional, green infrastructure, and proprietary manufactured practices are included in the analysis.

MHFD and Municipal Water Infrastructure Council (MWIC) Green Infrastructure Maintenance Cost Research (2016). Led a national GI maintenance practice cost survey to document national maintenance practices and costs, including a literature review of whole life-cycle cost algorithms. Resulted in an ASCE publication.

Regulation 85 Data Gap Analysis for Colorado Stormwater Council. Compiled urban runoff water quality database for land uses in Colorado and nationally to characterize nutrient and TSS runoff concentrations from various urban land uses.

Denver Stormwater Program Support and Green Infrastructure Strategy (2015-2016). Worked with team to support development of a Green Infrastructure Strategy and Water Quality Plan, based on a "Scorecard" approach for prioritizing BMPs in priority basins.

City of Fort Collins *E. coli* Investigation (2019-2022). Project Manager of a two-year study to evaluate potential sources of *E. coli* in urban streams in Fort Collins, actively engage in the *E. coli* TMDL process, and identify BMPs to reduce *E. coli* loading and improve water quality in the city.

MHFD (2010-present). Providing technical support to MHFD on various major updates the Urban Storm Drainage Criteria Manual, including topics such as BMP selection, BMP performance, BMP Fact Sheets and life cycle costs (BMP REALCOST tool).

Denver *E. coli* Support (2018-2019). Supported the City and County of Denver and MHFD on multi-faceted issues related to *E. coli* and the Segment 14 South Platte *E. coli* TMDL. As part of this effort, an *E. coli* Toolbox was developed to support metro-area local governments in identifying sources of fecal contamination, developing plans to address these sources through implementation of programmatic and structural measures.

Urban Water Resources Research Council: Pathogens in Urban Stormwater Systems (2014). Served as Technical Committee Co-chair and lead Co-editor of 300-page publication to support MS4s addressing pathogen TMDLs. Coordinated and co-developed a four-part national webinar series on the book for ASCE.

Big Dry Creek Watershed Association (1997-present). Serving as long-term watershed coordinator. Routine activities include annual water quality data analysis, management of the long-term water quality database, and special studies and expert testimony. Pollutants of interest include nutrients, *E. coli*, selenium, and iron. Data from watershed efforts have supported stream restoration projects.

Big Dry Creek Cities, Selenium Site-Specific Standard (2007). Prepared technical report, pre-hearing statement and rebuttal statement regarding an ambient-based, site-specific selenium standard on behalf of the cities of Broomfield, Westminster and Northglenn to the Colorado Water Quality Control Commission in 2007. Through cooperative meetings with U.S. EPA and Division staff and city staff and attorneys, reached a mutually satisfactory agreement prior to the Commission Hearing. Testified at Commission Hearing.

Colorado *E. coli* Toolbox: A Practical Guide for MS4s (2016). Under support from MHFD and City and County of Denver, prepared an *E. coli* Toolbox to support local government efforts to understand causes of *E. coli* impairment, select source control and structural BMPs to reduce *E. coli* loading, and evaluate alternative regulatory compliance options.

City of Springfield and Greene County, MO Integrated Planning (2017). Worked with stakeholders and consultant team on a multi-criteria decision analysis (MCDA) process related to integrated water quality planning to meet multiple water quality objectives and regulatory requirements for the city and county. Served on expert panel for HDR-led project team and provided peer review and support.

Keep It Clean Partnership Watershed Plan and Water Quality Analysis (2014-2019). Work included: 1) completion of the Boulder Creek-St. Vrain Creek 319 Watershed Plan, 2) development of a Coordinated Instream Monitoring Program for the overall Boulder Creek-St. Vrain Creek basin, 3) development of an annual water quality report, and 4) development of a consolidated water quality database for Boulder County communities. Findings are being utilized to support public education materials related to nutrients and *E. coli*.

Boulder County *E. coli* TMDL Implementation - Boulder Creek Segment 2b (2019-2021). Worked with Boulder County Public Health to evaluate *E. coli* conditions in Boulder Creek and Left Hand Creek, prepared recommendations for follow-up MS4 priorities related to *E. coli*. Conducted special study to assess whether septic systems contributed human pathogens to Left Hand Creek. Provided MS4 compliance support and planning.

City of Boulder Water Quality Analysis (2012-2013). Worked with the City of Boulder to analyze a large (>220,000 records) water quality database for purposes of preparing a water quality baseline summary and an annual water quality report to be used by the source water protection, wastewater and stormwater programs. Applied advanced statistical analysis techniques for trend analysis and hypothesis testing. Addressed regulatory issues and utility operational implications.

Experience Overview

Drake is a project manager and engineer with ten years of professional experience in planning, modeling, and design. He has worked on numerous watershed and stormwater planning studies throughout Colorado. Drake specializes in stormwater improvement and floodplain assessment projects, as well as drainage and stream design. He has extensive experience permitting, designing, and providing construction-phase services for a variety of drainage projects. Drake is proficient in hydrologic as well as 1D and 2D hydraulic and debris flow modeling. He has extensive experience using EPA SWMM, HEC-HMS, HEC-RAS, ArcGIS, and AutoCAD Civil 3D to develop complex watershed models and detailed design plans.



Relevant Credentials/Specialties

- ❖ 10 Years of Experience
- ❖ Watershed Planning and Stormwater Management
- ❖ Hydrologic Modeling
- ❖ 1D and 2D Hydraulic Modeling
- ❖ Watershed Health
- ❖ Floodplain and Stream Corridor Mapping
- ❖ Water Appurtenance Design
- ❖ Natural Channel Design
- ❖ Stream Restoration and Stabilization
- ❖ Construction oversight

Education

- B.S., Environmental Engineering, 2015, Colorado State University

Training/Certifications

- Professional Engineer
 - CO #56922
 - UT #14216285-2202

Membership

- Colorado Association of Stormwater and Floodplain Managers

Drainage Planning, Hydrology & Hydraulics

Three Mile Creek Confluence Planning and Design. Supported the development of concepts and construction drawings for open space improvements at the confluence of Three Mile Creek and the Roaring Fork River in Glenwood Springs. Helped facilitate public outreach to determine what was desired at the open space and educate them on proposed techniques and opportunities for improvement. Assisted in the selection of the preferred alternative based upon public input and site constraints. Developed cost estimates and design support for bank stabilization improvements and revegetation of the site.

East Vail Stormwater Master Plan. Finalized detailed hydrologic and hydraulic analyses for the assessment of stormwater infrastructure throughout East Vail. Snowmelt hydrology and the latest NOAA Atlas 14 precipitation depths and distributions were used for runoff calculations. This effort included an analysis of the capacity of over one hundred culverts and roadway crossings, and nearly 28 miles of streams and open channel drainageways. A prioritized list of stormwater improvement projects was developed from the identified deficiencies in the Town's existing stormwater infrastructure, including opportunities to improve stormwater quality throughout the community.

Winter Park Stormwater Management Plan. Managing the technical analyses for a stormwater management plan for the Town of Winter Park. Using quantitative and qualitative criteria to prioritize infrastructure improvements and utilizing survey and modeling to identify deficiencies in the system through the lens of Town standards. Multi-benefit solutions will be developed, in many cases, to address multiple concerns using a standardized approach. Working with the Town to develop a capital improvement plan for their drainage infrastructure.

Silverthorne Stormwater Master Plan. Completed detailed hydrologic and hydraulic evaluations of the Town's stormwater infrastructure to identify deficiencies and potential strategies and solutions to address deficiencies. Evaluation of potential improvements included the quantification of benefits and estimates of the costs associated with high priority improvements. Work also included updating the Town's stormwater manual and design guidelines.

Floyd Hill Stormwater Drainage Evaluation, Clear Creek County. Identified deficiencies and developed potential improvement alternatives to address drainage issues throughout the Floyd Hill community. In addition to the evaluation of the existing drainage infrastructure, an assessment of potential erosion and stormwater quality concerns was completed along with the development of solutions to address the known drainage or flooding problems. The costs and benefits of potential alternative solutions were evaluated to develop an actionable plan to address identified deficiencies.

California Post-wildfire Hydrology and Debris Flow Analyses. Studied the post-wildfire risks associated with the Thomas and Woolsey Wildfires in Santa Barbara, Ventura, and Los Angeles Counties, California. Analyzed post-fire debris flows through two-dimensional hydraulic modeling and utilizing GIS mapping to compare the heightened risk to that of pre-burn conditions. Complimentary to the risk assessment, potential mitigation measures to minimize debris flow risk to downstream communities were identified.

Chaparral Mudflow Analysis. Developed a watershed model to estimate potential clearwater, mud, and debris flow rates under current and potential future post-fire watershed conditions. Evaluated potential flow paths across alluvial fan to inform the development and design of a lot near Aspen, Colorado.

Fernando Property Clearwater and Mudflow Analysis. Conducted evaluation of existing and proposed clearwater and mudflow conditions for development of a Glenwood Springs, Colorado, property, including hydrology and hydraulics, inundations extents, depths, elevations, and velocity.

Main Gore Drive Scour Evaluation and Countermeasures Design. Retained by the Town of Vail to evaluate scour at the bridge along Main Gore Drive and design scour countermeasures. The work included hydraulic modeling and scour calculations to support countermeasure design. Designs were developed to implement scour protection countermeasures alongside the north and south abutment of the bridge. Work also included permit support for wetlands, floodplain, and grading.

Design of Riparian, Floodplain, and Pond Enhancements on the Vail Golf Course for the Town of Vail. Developing planning strategies, improvement alternatives and design concepts to enhance the health and sustainability of Gore Creek through the Vail Golf Club. Addressing creek hydraulics, hydrology, and geomorphology of Gore Creek in collaboration with the Town and course managers.

Gore Valley Trail Safety Improvements for Town of Vail. Worked with the Town of Vail and Alta Planning and Design to review the condition of the existing bank of Gore Creek adjacent to an overly steep section of the Gore Valley Trail with poor visibility. Made recommendations for improvements, including design and permitting considerations. Provided input on both stream stabilization techniques and considerations for trail realignment.

Marriott Streamside Bridge Scour Evaluation and Countermeasures Design. Retained by the Town of Vail to evaluate scour at a bridge to the Marriott Streamside Hotel that is considered scour critical based on Colorado Department of Transportation (CDOT) review of the bridge abutments. Assisted with the design of countermeasures and permitting.

Proactive Planning for Post-fire Hazards in Pitkin County, Colorado. Coordinated with Pitkin County to understand their needs and concerns regarding debris flow risks throughout the county. Reviewed hydrologic modeling and methodology for the development of potential, future post-fire watershed conditions. Used debris flow rates to inform a 2D hydraulic model to assess the approximate extents of a debris flow event for select watersheds.

Monument Creek Watershed Restoration Master Plan. As a component of the Monument Creek Watershed Restoration Master Plan, completed extensive analyses of 237 square miles of watershed hydrology. Hydraulic modeling was completed for a 100-mile reach. The Restoration Master Plan provided a framework from which local jurisdictions are able to identify and execute cost-effective projects that promote a resilient watershed. Contributed to the planning process, identifying over 250 potential projects and ranking each to compose a prioritized list of actionable projects within the Monument Creek watershed. The planning process integrated technical and socio-economic evaluations as well as stakeholder and community input to provide a holistic restoration plan complete with general stewardship recommendations, cost estimates, conceptual design information, and plan mapbooks that illustrate project locations and extents as well as updated floodplain extents throughout the watershed, reflecting the post-fire condition. (Previous Firm).

Experience Overview

Leanna is a water resources engineer in WWE's Glenwood Springs office with two years of professional experience. She has worked on a variety of projects including stormwater management, stormwater infrastructure improvement, floodplain management, master planning and design projects. Leanna is proficient in hydrologic and 1D and 2D hydraulic modeling. Leanna also has experience using ArcGIS Pro and AutoCAD Civil 3D to analyze data and develop complex graphics including detailed design drawings.



Relevant Credentials/Specialties

- ❖ Two Years of Experience
- ❖ Data Processing and Organization
- ❖ Permitting
- ❖ Coordination with Regulators & Clients
- ❖ Hydrologic Modeling (PCSWMM and HEC-HMS)
- ❖ 1D and 2D Hydraulic Modeling (HEC-RAS)
- ❖ ArcGIS Pro
- ❖ AutoCAD Civil 3D

Education

- B.S., Environmental and Ecological Engineering, 2017, Purdue University

Training/Certifications

- Engineer Intern

Water Resources Engineering

Meadow Drive/ Meadow Lane. Working with the Town of Vail to complete a stormwater infrastructure project identified in the East Vail Stormwater Master Plan, developed by WWE. Worked with Chad Salli to develop an updated drainage pattern in East Vail.

Town of Winter Park Stormwater Master Plan. Working on a detailed hydrologic and hydraulic analysis for the assessment of stormwater infrastructure throughout the Town of Winter Park. This effort includes snowmelt utilizing the Town of Vail snowmelt recommendations and hydrology utilizing the latest NOAA Atlas 14 precipitation depths and distributions. This project will include analyzing the capacity of many stormwater culverts and open channel drainageways to develop a prioritized list of stormwater improvement projects.

Elk River Bridge Scour and River Channel Analysis. Performed an assessment of the scour potential and developed design documents for scour countermeasure improvements near Clark, Colorado, in Routt County. Analysis was performed to estimate potential scour depths to inform design for the bridge, abutments, roadway, and riverbanks.

South Boulder Creek. Develop one-dimensional and two-dimensional hydraulic models through three fish passage structures along South Boulder Creek, near Boulder, Colorado. The 2D models inform design using the spatial distribution of velocity, and depths and to verify fish passage meets fish swimming capabilities. One dimensional modeling to inform floodplain permitting that a No-Rise certification can be met.

Remington Ranch. Developed a watershed model to estimate potential clearwater, mud, and debris flow rates under current and potential future watershed conditions to inform the development and design of a residential development near Gypsum, Colorado.

Silverpeak Farms. Process meter reading data and submit monthly and yearly water accounting forms per water augmentation requirements.

Murphy Creek Floodplain Evaluation. Modeled existing hydraulic conditions using USGS HEC-RAS 2D model for current and future floodplain extents to inform future development. This evaluation included review of previous HEC-RAS 1D model as well as culvert modeling. Developed ArcGIS Pro mapping for inundation extent exhibits.



DHM DESIGN

JASON JAYNES

Principal | Studio Manager | PLA

Jason leads projects with a passion for building community and crafting designs that honor the cultural and environmental context of the place. He believes that environmental stewardship, functionality, and human comfort are essential elements of the design process, contributing to the lasting quality of any built project. His approach is rooted in a deep respect for the land and for the people of the communities DHM serves. A lifelong learner and problem-solver by nature, his curiosity and skill in organizing expert teams and tackling complex challenges has resulted in deep experience across a surprising breadth of project types.

ABOUT

EDUCATION

B. of Science in Landscape Architecture
Kansas State University, 2000

REGISTRATIONS

Professional Landscape Architect
CO (240)

SPEAKING ENGAGEMENTS

Downtown Colorado, Inc. Challenge Studio
Eagle, Colorado, 2019
Montana Housing Partnership Conference, 2021

AREAS OF EXPERTISE

Civic and Municipal
Public Process
Project Management
Community Planning and Design
Streetscape Design
Transportation Planning
Ranch Planning
Stream and Restoration Design
Affordable Housing
Land Use Entitlements
Property Due Diligence
Residential Design
Trails and Greenways

ORGANIZATIONS

Redstone Historic Preservation Commission
Member, 2010-Present; Chair, 2020

NOTABLE WORK

Public Outreach Approach

Jason brings a community-first approach to public outreach, grounded in listening, responsiveness, and inclusive dialogue. He supports efforts that prioritize accessibility through interactive in-person events like pop-ups and open houses as well as digital engagement strategies such as surveys and project websites. Jason collaborates with stakeholders and design teams to shape outreach that reflects the diverse cultural, racial, and socioeconomic makeup of each community, helping translate feedback into actionable outcomes. His process is rooted in understanding people where they live, work, and play with a goal of building trust and fostering participation that leads to well-supported, implementable designs.

RFTA Grand Avenue Alternatives Analysis (MOVE) | Glenwood Springs, CO

DHM facilitated the Roaring Fork Transportation Authority's long-range planning project, RFTA Destination 2040. This study identified several transit and trail improvements in Glenwood Springs. Following that effort, DHM worked with RFTA and the Town of Glenwood Springs to gather public input and narrow the range of possible alternatives for those improvements. This study, called Multimodal Options for a Vibrant Economy (MOVE), supported the Town in selecting a preferred alternative for public transportation improvements. The Glenwood Springs MOVE Study team creatively adapted the project's public engagement process in response to the COVID-19 pandemic. The original engagement plan included in-person pop-ups and open houses. A new web-based outreach strategy was developed to provide a public forum while complying with physical distancing requirements. Participants could interact with the project through the MOVE website using a survey, an interactive map, and a questions and comments form. Submitted comments were downloaded into a table for inclusion in the outreach report. The web-based outreach allowed 30 days for participation. The MOVE team continued online outreach and aimed to resume in-person engagement once public health guidelines permitted.

Eagle Valley Transit Authority Long Range Plan | Eagle Valley, CO

DHM partnered with Eagle Valley Transit Authority (EVTA) to develop and implement a comprehensive public outreach plan as part of EVTA's 10-Year Transit Development and Capital Plan. The plan aimed to transition EVTA's branded Core Transit system from the previous ECO Transit framework and align it with the community's transportation needs and sustainability goals. DHM focused on inclusive, bilingual engagement strategies, including pop-up events at key transit hubs, participation in community events, and targeted surveys to gather feedback. These efforts ensured that the project was informed by diverse community input, addressing accessibility, sustainability, and long-term service improvements. The outreach also supported the design of actionable alternatives and policies for EVTA's transit system, laying a foundation for future growth and collaboration across the Eagle Valley region.



DHM DESIGN

CHRIS BRANDT

Senior Associate | PLA

As a landscape architect, Chris has substantial experience in design, in-depth construction detailing, and hand drawn graphics. A native Oregonian transplanted to Colorado, his professional interests gravitate towards the sustainable use of water and the thoughtful inclusion of rainwater as a design amenity. His knowledge of materials paired with a strong understanding of construction methods has contributed to a richly diverse group of built environments.

ABOUT

EDUCATION

B. of Landscape Architecture
University of Oregon, 1997

REGISTRATIONS

Professional Landscape Architect:
CO (895)
OR (472)

ORGANIZATIONS

Red Hill Council; Carbondale, CO
Board President, Trail Work Crew Leader

AWARDS

True Nature Healing Arts Kiva - 2024 Colorado
American Institute of Architects
Volunteer of the Year - 2023 Bureau of Land
Management, State of Colorado
Hallam Lake Bluff Residence - 2023 CCASLA Award
West Meadows Residence - 2022 CCASLA
Honor Award
Glenwood Hot Springs - Phase I - 2019 CCASLA
Merit Award
True Nature Healing Arts Center - 2014 CCASLA
Merit Award

AREAS OF EXPERTISE

Residential Design
Sustainable Trail Design and Construction
Stormwater Design
Transportation
Construction Detailing
QA/QC

NOTABLE WORK

RFTA Rio Grande Trail Corridor Standards Manual | Roaring Fork Valley, CO

The Rio Grande Trail stretches 42 miles from Glenwood Springs to Aspen. RFTA owns the corridor from Glenwood Springs to Woody Creek and manages the Rio Grande Trail from Glenwood Springs to Emma. Pitkin County manages the trail from Emma to Aspen via easements, with the City of Aspen owning and maintaining the last 0.6 miles through Aspen. This manual applies to the reach of the trail from Glenwood Springs to Emma. DHM and their consultant team were hired to develop a Trails Corridor Standards document to establish a benchmark for quality, character, and materials along the RFTA-owned and managed reaches of the Rio Grande trail. The team developed the manual by using original details, excerpts from relevant public trails manuals, and project details as provided by RFTA staff. The team created details intending to illustrate intent, character, materials, and standard dimensions, or are representations of nationally accepted standards.

Red Hill Access Trails | Carbondale, CO

Directly adjacent to town, Red Hill is in Carbondale's recreational backyard. Residents feel a sense of ownership and have a great deal of pride in the quality and environment of its trails. DHM Design worked with its design partner, the Town of Carbondale and Aspen Valley Land Trust to improve Red Hill's trail network. The project relocated the trailhead to the base of the hill, where parking was accessible and rockfall less likely. With this relocation access point, there was an opportunity for multi-use trails that connected the existing trails up to Mushroom Rock, as well as a mountain bike-specific trail that ended at the base. DHM did the initial site analysis and trail alignment concept designs, provided support for the public outreach process, and developed the design for the trails' wayfinding and signage. DHM's support for the public outreach process consisted of hosting an open house, managing a project website, advertising public events and project updates through social media. We were thrilled to bring one of Carbondale's favorite year-round accessible trails into a new era of enjoyment for the community.

Crested Butte Land Trust Slate River Valley | Crested Butte, CO

DHM led the Slate River Valley Trailhead Master Plan for the Crested Butte Land Trust. The project aimed to address the Valley's growing use pressures and lack of infrastructure by developing a long-term, holistic strategy to manage recreation while protecting natural and cultural resources. Key objectives included identifying sustainable trailhead improvements, balancing diverse user needs, preserving scenic and ecological values, and providing tools for effective land stewardship. DHM facilitated a multi-faceted outreach process that included in-person public meetings, stakeholder interviews, open houses, and online tools like project websites and surveys.

Attachment C: Representative Projects

1. EAST VAIL STORMWATER MASTER PLAN

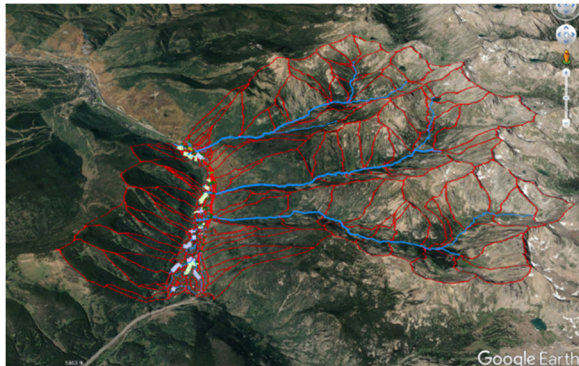


Figure 1. East Vail Master Plan Basins

In 2020-2021, WWE developed the East Vail Stormwater Master Plan for the Town of Vail. The plan was designed to study, evaluate, and document East Vail's current stormwater infrastructure and perform modeling of the 2-, 5-, 10-, 25-, 50-, and 100-year storm events (Figure 1). WWE used these analyses to identify deficiencies, recommend improvements, and work with the Town to prioritize critical drainage infrastructure upgrades.

A detailed H&H evaluation was completed for the major drainageways in East Vail using EPA SWMM. These analyses simultaneously accounted for rainfall and snowmelt, the two processes that generate runoff in the Town of Vail. Modeled subbasins were discretized to evaluate field-surveyed private driveways and smaller culvert crossings, which make up a majority of the drainage infrastructure and convey local flows through roadside swales before their outfall into Gore Creek. Rainfall, streamflow, and snow telemetry gauge data were utilized to calibrate and verify the model. Ultimately, the H&H analyses identified areas of potential infrastructure deficiencies to be included in the master plan.

WWE, as a national leader in green infrastructure (GI) and low-impact development (LID), used this expertise to make recommendations that address and improve stormwater quality. Ultimately, WWE prepared construction plans, specifications, and costs for the necessary drainage upgrades through a second phase. A goal of the East Vail Stormwater Master Plan was to support the Restore the Gore action plan to provide a healthier, more resilient stream system. The goal of the Restore the Gore project was to develop holistic living documentation and mapping of the stormwater infrastructure, H&H, and deficiencies to help plan for future capital improvements. All information developed is available digitally, either as text in reports and memoranda or spatially developed GIS databases, which the Town can build upon in the future.

The Town of Vail has brought in WWE to perform design and water quality assessment and remediation services to address deficiencies found during the master planning. Dr. Chris Olson was WWE's lead for water quality modeling and analysis.

2. CLEAR CREEK COUNTY FLOYD HILL STORMWATER DRAINAGE EVALUATION AND MASTER DRAINAGE PLAN CONSULTING

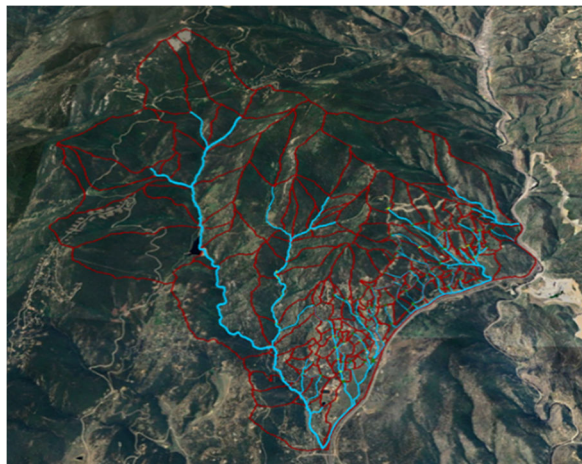


Figure 2. Floyd Hill Master Plan Basins

In 2020-2021, WWE performed a stormwater evaluation for the Floyd Hill drainage basin in Clear Creek County and made recommendations for maintenance and improvements (Figure 2). The goal of this project was to develop holistic living documentation and mapping of the stormwater infrastructure, hydrology, hydraulics, and deficiencies to help plan for future capital improvements. All information was developed to be available digitally, either as text in reports and memoranda or spatially developed GIS databases, which the County can build upon in the future.

The scope of the Floyd Hill stormwater drainage evaluation was to define the existing 2-year, 10-year, 25-year, and 100-year annual exceedance probability deficiencies and improvements necessary to convey the appropriate annual exceedance probability flood with the open channels and major conduit systems under the County's jurisdiction. The work included the compilation of existing data and the collection of new data as necessary to determine the existing capacity of the County's stormwater infrastructure within public rights-of-way to develop the most feasible drainage, water quality, and flood control design alternatives for the project area.

In our evaluation, WWE considered land use, existing drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality enhancements, right-of-way needs, existing wetland and riparian zones, open space and wildlife habitat benefits, and legal requirements.

3. TOWN OF SILVERTHORNE STORMWATER MASTER PLAN UPDATE

In 2018, WWE was hired by the Town of Silverthorne to update the Silverthorne Stormwater Master Plan we originally developed for the Town in 1991. The Town had grown considerably, and areas that had been annexed into the Town over the previous 20 years needed to be evaluated and included in the update. WWE created a completely new Stormwater Master Plan evaluating hydrology, hydraulics, and capital improvement costs for all of Silverthorne (Figure 3). The project included a review of existing stormwater drainage reports and documents, as well as an investigation of the existing storm sewer system to understand the current condition of appurtenances. The master plan also needed to incorporate the (then-) recent update to NOAA rainfall amounts, as well as an update to the CUHP modeling platform. The updated master plan allowed the



Figure 3. Silverthorne Master Plan Basins

Town to understand the existing stormwater demands on the system and plan for future upgrades as the Town grows.

WWE developed a GIS database of the existing Town infrastructure as well as stormwater basins and hydrology to ensure the Town has a living database that can be updated and refined as needed. The proposed modeling used MHFD's CUHP modeling platform and EPA's SWMM to develop a dynamic H&H evaluation. The work completed also included the development of a utility rate schedule to help the Town recoup costs for stormwater infrastructure maintenance and inspections. WWE also supported an update to the existing engineering standards to ensure that they align with industry standards. Ultimately, WWE provided an in-depth master plan that outlined all the H&H throughout the Town, reviewed the engineering drainage standards, and developed a utility fee memorandum to support the Town in acquiring additional funding for stormwater projects. WWE also developed an application that shows all basins evaluated, drainage areas, hydraulics, deficiencies, and projects, which can all be viewed on Google Earth.

4. MITCHELL CREEK LOMR

The Coal Seam Wildfire impacted the City of Glenwood Springs in June of 2002, burning over 12,000 acres. The Mitchell Creek drainage basin in western Glenwood Springs was affected by the fire, with nearly 30 percent of the basin being burned. Four years after the fire, the United States Geological Survey performed a hydrologic analysis for pre-fire, post-fire, and recovered conditions.

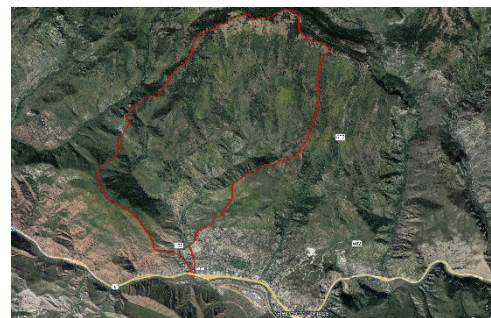


Figure 4. The Mitchell Creek Drainage Basin

Seventeen years later, WWE re-evaluated the hydrology for a CLOMR for the area to reduce the effective 100-year peak flows that were established following the fire. WWE utilized various hydrologic modeling methods from gage analysis to StreamStats to compare post-fire received burn area hydrology for accuracy. WWE developed a rainfall-runoff model utilizing newly acquired land use data sets along with NOAA Huff curves to better understand watershed runoff characteristics 17 years after a fire. WWE's modeling showed actual peak flows to be about 30 percent lower than were estimated by the previous LOMR. The work will continue to better represent the Mitchell Creek watershed by developing one-dimensional and two-dimensional modeling of the watershed to better inform inundation mapping for future floods.

5. THREE MILE CREEK CONFLUENCE PLANNING PROJECT

In 2019, WWE joined forces with Chinook Landscape Architects and ecologists with Ramboll Group to plan and design a more sustainable and resilient community space at the confluence of Three Mile Creek and Roaring Fork River. The popular area is currently used by a multitude of community members for a wide

variety of uses. The City of Glenwood Springs required a holistic and resilient plan that addresses current and future impacts from the use of the area while providing ecologically diverse and naturally sustainable habitats, improved water quality, trail connectivity, recreational access, and water education.

The project team led community outreach efforts (two public meetings and two surveys) to determine the community's most desired outcomes. We also collaborated with Colorado Parks and Wildlife (CPW) to determine the most appropriate courses of action for this sensitive and environmentally important area. This coordination had a special focus on the fish spawning and habitat values of the Three Mile Creek Confluence area. Based on our knowledge of river restoration hydrology, hydraulics, and design, we used this input to develop final recommendations for the project site, including for vegetation management, and design and construction cost estimates.



Figure 5. Community Outreach During the Three Mile Creek Confluence Planning Project

6. INTERNATIONAL STORMWATER BEST MANAGEMENT PRACTICES DATABASE (BMP DATABASE)

Nearly 30 years ago, Wright Water Engineers, Inc., (WWE) began working on the International Stormwater Best Management Practices Database (BMP Database) project team and has continued to serve as a Co-principal Investigator on the project. The project began in the mid-1990s in response to stormwater quality experts identifying a need to gather sufficient technical design and performance information to improve urban stormwater BMP selection and design so that local stormwater problems could be cost-effectively addressed. The project began under the leadership of the ASCE with funding from the EPA, expanding to a sponsor coalition led by the Water Research Foundation for a decade, and now led by ASCE in 2025.



Figure 6. Database Developed by WWE

The project's original goal was to develop and populate a national database to enable users to evaluate BMP pollutant removal characteristics and assess how differences in BMP design influence the effectiveness of pollutant removal and control runoff rates to receiving waters. The long-term goal of the project is to promote technical design improvements for BMPs. The database now has over 800 BMP data sets, along with performance data analysis summaries of individual BMPs and overall BMP categories.

Studies include traditional stormwater BMPs, green infrastructure practices, and over 100 manufactured treatment devices. The database is widely cited in criteria manuals, regulatory and permitting materials, and national academic research. A variety of online data retrieval and statistical analysis tools have been developed over the years, accessible at www.bmpdatabase.org. Additionally, an operation and maintenance cost database has also been developed as a companion product. WWE's Jane Clary serves as the Co-Principal Investigator and Project Team Manager.

7. I-70 EXIT 173 WATER QUALITY IMPROVEMENTS



Figure 7. Evaluation of I-70 Exit 173 Water Quality Improvements

In 2020, WWE provided the Town of Vail with engineering services to evaluate and recommend BMPs (aka stormwater control measures [SCMs]) for water quality improvements at Exit 173 off I-70. The intent of the evaluation was to increase water quality treatment effectiveness in this area. Runoff in this area originates from I-70, several frontage roads, commercial and residential areas, and two gas stations. WWE evaluated, recommended, and designed water quality BMPs to improve regional water quality, including filtration to capture sediment, oil, metals, and salts. WWE evaluated water quality BMPs, developed a ranking based on treatment effectiveness, constructability, cost of installation, and cost of maintenance of each BMP. All designs met the standards of the Town of Vail, the American Association of Highway and Transportation Officials (AASHTO), and CDOT. This project benefitted from WWE's knowledge of the International Stormwater BMP Database.

A second project conducted by WWE involved monitoring stormwater runoff to quantify pollutant concentrations from stormwater runoff. The data collected through this project will help gauge the effectiveness of existing and future SCMs installed within the Town.

Proposal to Develop Stormwater Master Plan for City of Glenwood Springs

PREPARED FOR
City of Glenwood Springs Procurement Department



June 2025

991-999.056

WWE
WRIGHT WATER ENGINEERS, INC.



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Project Updates

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

Department: Engineering

Presented By: Ryan Gordon

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



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: 6th Street

Action Requested: Staff will give an update on the current progress of 6th Street.

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: South Bridge

Action Requested: Staff will give an update on the most recent updates regarding South Bridge.

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Blake Avenue

Action Requested: Staff will provide Council with an update of the construction on Blake Avenue. It will be useful for Council and the public to hear about the construction timing.

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item:	Glenwood Springs Mountain and Aspen-Basalt Mobile Home Parks
Action Requested:	This item is on the agenda in the event Council chooses to consider a motion, otherwise it will be removed at the beginning of the meeting.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development
Background Info:	Two local mobile home parks are on the market for sale: 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 has signed on to organize the local jurisdictions in an effort to preserve 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, or have approved subsidy contributions for these parks, ranging from \$250 thousand - \$3 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.

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: Staff is recommending consideration of a contribution of \$100,000.



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Mountain Mobile Home Park | Funding Conditions

Action Requested: Consideration of loan and deed restriction documents for the resident purchase of Mountain Mobile Home Park utilizing Affordable Workforce Funds.

Department: Economic and Community Development

Presented By: Karl Hanlon, Hannah Klausman

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

Background Info: At the regular May 15, 2025 meeting, 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 Mountain mobile home park.

Council asked for the loan and deed restriction details for final review at a later meeting. Council held a work session on June 5, 2025 to discuss details provided by Staff and Legal for consideration of the loan agreement and deed restriction with ROC of America for financing.

Attached are the following documents:

1. Loan Agreement
2. Subordination Agreement
3. Deed Restriction
4. Promissory Note
5. Deed of Trust

Issues: The Deed Restriction document outlines the restrictions that the Mountain Mobile Home ROC needs to maintain to forgo repaying the forgivable loan. The main points include creating a priority period where specific income levels and Glenwood workforce are given first opportunity to purchase, maintaining the use of the park as a manufactured home use, and maintaining the ownership of the park as a "resident owned community." Further details of these restrictions are summarized below and incorporated into the Deed Restriction and Loan Agreement documents.

Definitions:

Priority Period means the forty five (45) day period following any Listing Date.

Qualified Owner means 1) either a Moderate Income or Low Income Owner, and 2) a member of the Glenwood Workforce.

Low Income means an annual household income at or below eighty percent (80%) of the AMI.

Moderate Income means an annual household income at or below one hundred twenty percent (130%) of the AMI.

Priority Period

45-day priority period when homes for sale or lots for lease are only available to Low or Moderate Income individuals AND members of the Glenwood Workforce to purchase the home.

Resident Owned Community Status

Borrower shall maintain its cooperative association status

Borrower shall at all times cause the Property to be maintained as manufactured home community (the "Use").

Staff also wanted to update Council on an item of concern regarding the fees that Thistle and ROC of America have as part of their lending participation with the Mobile Home Community. ROC USA and Thistle operate outside of standard lending organization practices as part of their mission-driven goals. The main difference is in the amount of support and organization that each Resident Owned Community receives from Thistle throughout the offer, purchase, and continued management of the community. A summary of fees identified in the Pro Forma previously provided to Council is included below:

ROC USA™ Capital Origination Fee - \$38,612 - 0.75% of all-in financial package, standard admin fee paid to ROC USA Capital. This fee pays for the 2,000 work hours put in thus far by Thistle staff to help organize, educate, and lobby for the community. Most mobile home park community's would be unable to arrive at making an offer for a park without this heavy lift of expertise, legal advise, and organizational capacity. This is not a typical lender service.

ROC USA CTAP Closing Fee - \$180,000 - 4% of purchase price, standard closing fee paid to Thistle and ROC USA - a portion of this goes to pay for the community to be added into the ROC USA national network. This is a one-time fee at time of close. If the co-op went through any potential refinancing this fee would be paid again for ROC to manage on behalf of the co-op.

ROC USA unearned TA fees (estimate) - \$45,000 - Starting estimate of 0.5% for technical assistance/business coaching for the lifetime of the loan (10 years) paid to Thistle - finalized after financing contingency. This again is not standard lending practice to provide this type of ongoing support to a community to ensure success.

ROC USA Loan Interest Rate - 5.25% - According to the U.S. Consumer Financial Protection Bureau, rates on manufactured home loans currently average between 5.5% and 9.0%. As of early 2025, manufactured home loan rates are starting around 6.75%.

Fiscal Impact:	The agreements stipulate in what manner and at what interest the \$1.5 million Council approved forgivable loan funding would need to be paid back if the ROC no longer meets stipulated restrictions.
Legal Review:	Legal has drafted the loan and deed restriction documents and is working with representatives from the senior lending team at ROC USA.
Staff Recommendation:	Staff recommends approval of the drafted agreements as written. If Council chooses to amend any stipulations, staff recommends incorporating flexibility in applicability to ensure aspects do not conflict with ROC USA's ability to finance the senior loan to the community.

LOAN AGREEMENT

CITY OF GLENWOOD SPRINGS, COLORADO (LENDER)

AND

(BORROWER)

This Loan Agreement ("Agreement") is made as of _____, 20__ ("Effective Date"), by and between City of Glenwood Springs, a Colorado home rule municipal corporation, with offices at 101 W. Eighth Street, Glenwood Springs, Colorado 81601 (the "Lender"), and _____, a Colorado _____, with offices at _____ (the "Borrower").

RECITALS

WHEREAS, Borrower was formed by the residents of the manufactured housing community known as _____ ("Community") in order to acquire the Community which is comprised of the real property described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements thereon and personal property used relative thereto (the "Property"). To the extent Borrower owns other personal property, such personal property will also be considered part of the Property.

WHEREAS, Borrower has contemporaneously herewith, _____ () separate loan or loans totaling approximately _____ (\$ _____) ("Senior Loan") from _____, a _____ limited liability company recognized as exempt under section 501(c)3 of the Internal Revenue Code, with a principal place of business and mailing address at _____ ("Senior Lender") in order to acquire, make capital improvements to and have sufficient operating reserves to own and operate the Community.

WHEREAS, Borrower desires to borrow funds from Lender in the total sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the "Loan") to also be used to acquire the Property.

WHEREAS, the Property consists of manufactured home lots (the "Lots") which are leased to individuals ("Lot Leases") who place manufactured homes ("Homes") on the Lots.

WHEREAS, the Borrower consists of members ("Members") who own and reside in the Homes and lease the Lots through the Lot Leases from Borrower (there are currently a few owners of the Homes within the Community which are not residents of the Homes ("Non-resident Owners"), but rather they lease to Homes to the current residents of those Homes). Non-resident Owners and residents of Non-resident Owner owned Homes are not eligible to become Members of Borrower. There is one Member position available for each Lot;

WHEREAS, individuals become a Member of the Borrower by paying a nominal application fee, applying for membership and providing necessary documentation in order to qualify as a Member of Borrower;

WHEREAS, Lender has agreed to provide the Loan in order to (i) assist Borrower with the purchase of the Property, (ii) assist with the long-term preservation of the Community as a resident owned and manufactured community dedicated to serving the needs of Low Income and Moderate Income individuals (both defined below) and (iii) to insure that the ownership of the Community is structured in such a manner to allow for rental amounts under the Lot Leases to remain as low as possible;

WHEREAS, Lender has a dedicated voter approved revenue source and fund for workforce housing which purposes align with the purposes of the Loan; and

WHEREAS, Lender is willing to make the Loan upon the terms and conditions set forth herein and in the accompanying promissory note ("Note") and deed of trust ("Deed of Trust", together with the Note and this Agreement, the "Loan Documents"), with security for the Loan as set forth herein;

WHEREAS, Lender is willing to subordinate the Loan to the Senior Loan pursuant to a separate agreement;

NOW, THEREFORE, in consideration of the representations, covenants, and agreements set forth below and for good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Lender and Borrower covenant and agree as set forth in the following paragraphs.

SECTION 1. PROMISSORY NOTE.

Upon execution and delivery to Lender by Borrower of a Promissory Note ("Note") and of the collateral security for the payment of the Note as set forth herein, Lender will loan to Borrower the principal sum of _____ and 00/100 Dollars (\$ _____ .00) ("Principal Amount"). The Parties agree that the Principal Amount shall be due and payable as follows:

On the Principal Amount of One Million Five Hundred Thousand and 00/100 U.S. Dollars (\$1,500,000.00), Borrower shall not be obligated to make any periodic payments under the Note. The Note shall bear interest on the unpaid principal balance from the Effective Date, until paid, at the rate of six percent (6%) per annum ("Note Rate") (with interest to cease accruing thirty (30) years after the Effective Date). In the event of an Event of Default, as defined in Section 7 below, the Note shall bear a default interest rate of ten (10%) percent per annum ("Default Rate"). All interest shall be based on a 365-day year and charged on the basis of actual days elapsed from the Effective Date for the Note Rate and from the date of the Event of Default for the Default Rate. Any payments due under the Note shall be payable to Lender at such place as Lender may designate or by wire transfer to Lender's designated bank account. The entire outstanding principal balance on said Principal Amount and all accrued but unpaid interest, if any, due thereon shall be due and payable in full on (the "Due Date") the occurrence of a Transfer Event,

defined below. Borrower may prepay the Loan at anytime without any penalty. Interest shall accrue at the Note Rate, but no interest shall be due hereunder until either a Transfer Event or an Event of Default. In the event of a Transfer Event or an Event of Default, all accrued interest shall be due and payable in full within five (5) business days of Lender issuing a notice (and Borrower receiving the same in accordance with the notice provisions of this Agreement) that such interest is due and payable in full.

SECTION 2. DEED OF TRUST.

Borrower shall execute and deliver or cause to be executed and delivered to Lender the Deed of Trust, conveying for the benefit of Lender a security interest in any and all of Borrower's right, title, and interest in and to the Property. The Deed of Trust shall be recorded at the time of the acquisition by Borrower of the Property. The Deed of Trust shall be subordinate to the Senior Loan.

SECTION 3. COVENANT.

Borrower shall execute and deliver or cause to be executed and delivered to Lender an Affordable Housing Declaration of Restrictive Covenant ("Restrictive Covenant") to be recorded at the time of the acquisition by Borrower of the Property.

SECTION 4. ADDITIONAL ACTIONS AND DOCUMENTS.

Borrower shall take such actions and will obtain and furnish to Lender such other documents, instruments, and agreements, as Lender may reasonably require, to evidence the Loan to vest, maintain, or perfect Lender's security interest in the Property.

SECTION 5. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

Borrower covenants, represents, warrants, and agrees to and with Lender that:

- 5.1.** Lender has not promised, represented, or committed that it will loan any additional sums of money to Borrower, or that Lender will renew or extend the Loan at its maturity;
- 5.2.** Borrower shall comply with all laws, acts, rules, regulations, and orders of any federal, state, municipal, legislative, administrative, or judicial body, commission, or office exercising any power of regulation or supervision of Borrower; provided however, that Borrower may contest any such law, act, rule, regulation, or order in any reasonable manner that will not affect the interest of Lender;
- 5.3.** The Loan proceeds shall be used exclusively for the acquisition of the Property;
- 5.4.** Borrower shall notify Lender in writing immediately of any change in the nonprofit status, business structure or address of Borrower;

- 5.5. Borrower is a Colorado _____ in good standing with the Secretary of State of Colorado and qualified to do business in Colorado. Borrower will remain at all times in good standing with the Colorado Secretary of State;
- 5.6. Borrower shall not, without the prior written consent of Lender, except as provided in the Loan Documents, transfer any of its interest in, or grant or permit any security interest in the Property to anyone except Lender and Senior Lender and except as to those previously disclosed to Lender in writing;
- 5.7. Borrower shall maintain its cooperative association status and shall operate under bylaws, articles of incorporation and rules and regulations;
- 5.8. Borrower will not inhibit or exclude individuals with Low Income or Moderate Income (both defined below) from becoming Members of Borrower and benefitting from membership in Borrower. At all times while the Restrictive Covenant encumbers the Property, in the event a Home is for sale, the seller of such Home must, for the first thirty (30) day period during which such Home is for sale, only allow Low Income and Moderate Income individuals to purchase the Home on the terms and conditions set forth in the Restrictive Covenant and at all times while the Restrictive Covenant encumbers the Property, in the event a vacant Lot becomes available for Lease (without a Home on it), Borrower shall, for the first thirty (30) day period during which such Lot is made available for Lease, only allow Low Income and Moderate Income individuals to rent the Lot on the terms and conditions set forth in the Restrictive Covenant.
- 5.9. If either of the following occur (both of which are deemed a "Transfer Event") the Note shall be immediately due and payable in full: (i) Borrower ever elects to sell or otherwise dispose of the Property to an entity, organization or association other than a nonprofit affordable housing organization approved in advance by Lender or (ii) in the event of a condemnation, insurance claim or similar event that results in Borrower receiving funds and deciding to discontinue the operation of the Community;
- 5.10. The Borrower shall maintain rules and regulations that require any resident of a Home that moves into the Community after the Effective Date must become a Member of Borrower and must reside in the applicable Home;
- 5.11. Borrower shall at all times cause the Property to be maintained as manufactured home community (the "Use"). Borrower shall use, or cause to be used, the Property continuously for the current Use. Borrower shall not use, or permit the use of, the Property for any other use without the prior written consent of Lender;
- 5.12. Borrower shall at all times maintain the Property in good condition, keep the Property insured as set forth herein, keep the Property lien free (except for the Senior Loan), and comply with all requirements, covenants and conditions as well as pay all obligations under the Senior Loan in a timely manner. Borrower must deliver evidence of general liability insurance in the minimum amount of \$1 million, property insurance in the minimum amount of the replacement cost for Borrower's buildings and personal property including loss of business income coverage, directors and officers insurance and a fidelity bond

covering Borrower's officers and agents who will be responsible for managing \$1,000 or more in cash, all on terms and from insurance providers acceptable to Lender in its sole and absolute discretion. General liability insurance policies shall name Lender as an "additional insured". Property insurance policies shall name Lender as "mortgagee and loss payee". Each policy shall provide that it may not be cancelled without 30 days prior written notice to Lender. Lender reserves the right to require any other special insurance coverage or policies deemed to be prudent or advisable given the nature of the Borrower's Property and assets;

- 5.13. If the Borrower ever sells or otherwise disposes of the Property to a nonprofit affordable housing organization approved by Lender (i.e. not a Transfer Event), Lender shall have the option, if requested by Borrower, to allow all or a portion of the Loan to remain outstanding and remain subject to the Deed of Trust and Restrictive Covenant; and
- 5.14. Throughout the term of the Loan, Borrower is to provide Lender, or its designee, annual financial statements of property operations prepared on an accrual basis and in accordance with GAAP and delivered to Lender within 120 days of the end of each completed fiscal year.

SECTION 6. TERM.

Except as otherwise stated herein, all of the terms and provisions of this Agreement shall continue in full force and effect until the Loan has been fully repaid and the Note has been canceled by Lender and delivered to Borrower.

SECTION 7. DEFAULT AND REMEDIES.

In the event (a) the Lender fails to receive any required payment due under the Note or any other Loan Document, (b) the Borrower fails to pay the matured balance of the Note on the Due Date (defined in the Note), (c) Borrower violates any covenant set forth in any of the Loan Documents, or (d) any other default exists in any of the Loan Documents and such default or breach is not cured, in the event of a monetary obligation, within five (5) business days of notice of such default or, in the event of any other default, is not cured within twenty (20) business days of notice of such default (each an "Event of Default"), Borrower shall be deemed in default under this Agreement and each of the Loan Documents, and Lender shall be entitled to exercise any and all remedies to which it may be entitled under this Agreement, the other Loan Documents or applicable law, which remedies are cumulative and may be pursued concurrently or consecutively, and all expenses incurred by Lender in connection with any remedy shall be deemed indebtedness of Borrower to Lender including, but not limited to, reasonable attorneys' fees incurred by Lender. In an Event of Default under this Agreement, the Note, or any other Loan Documents, the obligations owed thereunder shall accrue interest at a default rate based upon and equal to eight percent (8%) per annum.

SECTION 8. NOTICES.

All notices and communications hereunder shall be in writing and shall be served by prepaid regular service U.S. Mail, overnight delivery or by personal delivery, addressed to the party to whom such notice is intended as set forth below or to such other places the parties may designate

in writing, delivered in the manner aforesaid. Any such notice shall be deemed given and effective three (3) days after such notice has been deposited in the United States mail as aforesaid, the next business day if deposited in overnight delivery service or when personally delivered to the specified parties. Notices to Lender shall be addressed as set forth above and to Borrower as set forth above.

SECTION 9. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Colorado and shall be deemed executed in Golden, Colorado, as of the date set forth above. Should any dispute arise as to the interpretation hereof or as to any other matter regarding the Loan, the proper venue for such dispute shall be the County of Jefferson, State of Colorado except in the event of a foreclosure proceeding in which case venue may be in Jefferson County.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, the other Loan Documents and the Restrictive Covenant constitute the entire agreement of the parties; there are no oral agreements, representations or understandings between the parties. Any amendments or modifications of this Agreement or the Loan Documents, in order to be effective, shall be in writing and signed by Borrower and Lender. No act of omission or commission of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; such waiver or release to be affected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

SECTION 11. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns, and no other person or persons shall have any rights or remedies under or by reason of this Agreement.

SECTION 12. SEVERABILITY.

Whenever possible, each provision of this Agreement and the other Loan Documents shall be interpreted so as to be effective and valid under Colorado law. If any provision of this Agreement or of the Loan Documents or the application thereof to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or of the Loan Documents or the application of such provision to such person or circumstances, other than those to which it is determined to be invalid or unenforceable, shall not be affected thereby and each provision of this Agreement and of the Loan Documents shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 13. ASSIGNMENT.

Borrower may not assign, transfer, or encumber this Agreement or any right or interest created herein. Any purported assignment, transfer or encumbrance in violation of the foregoing, at the

option of Lender, shall be deemed null and void or be a default of the Loan. Lender shall have the right to assign all or any portion of the Loan, this Agreement or any of the other Loan Documents. In particular, Lender may assign or otherwise sell participating interests in the Loan and accompanying Loan Documents to other governmental authorities or nonprofit organizations in such manner as Lender shall decide, in Lender's sole and absolute discretion.

SECTION 14. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each such counterpart, after counterparts are executed by each of the parties hereto, shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

LENDER:
CITY OF GLENWOOD SPRINGS, COLORADO

_____, Mayor

ATTEST:

_____, City Clerk

Approved as to Form:

Approved as to Substance:

_____, City Attorney

_____, City Manager

BORROWER:

By: _____
_____, President
Duly Authorized

By: _____
_____, Treasurer/Secretary
Duly Authorized

EXHIBIT A
Legal Description of Property

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is dated as of _____, 20____, by and among _____, a _____ company recognized as exempt under section 501(c)3 of the Internal Revenue Code, with a principal place of business and mailing address at _____ ("Lender"), **City of Glenwood Springs, Colorado**, a Colorado home rule municipal corporation of the State of Colorado, with an address of 101 W. Eighth Street, Glenwood Springs, CO 81601 ("Subordinate Lender") and _____, a Colorado _____, with a mailing address of _____ ("Borrower").

RECITALS:

A. Contemporaneously herewith, Lender has entered into certain Notes, Loan Agreements, and Deeds of Trust with Borrower in connection with Lender's loans to Borrower in the original principal amount of _____ Dollars (\$_____), for the purchase of the manufactured housing community known as _____ (collectively the "Senior Loan"). The Senior Loan is evidenced by that certain Promissory Note dated _____, 20____ (the "Senior Note"), executed by Borrower and payable to Lender, and secured by, among other things, those three certain Deeds of Trust dated _____, 20____, to Lender (collectively the "Senior Deed of Trust") covering the property described in **Exhibit A** attached hereto and incorporated herein by this reference, together with all improvements thereon and personal property used relative thereto, and Loan Agreements executed by Borrower in favor of Lender, all as more particularly described in the Senior Deed of Trust (the "Collateral") (the Senior Note, the Senior Deed of Trust and any and all other documents evidencing or securing the Senior Loan as the same may be from time to time amended, extended, restated, replaced, supplemented, increased, consolidated, decreased, renewed or otherwise modified are hereinafter collectively referred to as the "Senior Loan Documents").

B. Borrower has requested that Lender permit the Subordinate Lender to make a subordinate loan to Borrower in the amount of up to One Million Five Hundred Thousand and 00/100, (\$1,500,000.00) ("Subordinate Loan") pursuant to the terms of that certain Loan Agreement between Borrower and Subordinate Lender dated as of _____, 20____ (the "Subordinate Loan Agreement") and the Promissory Note between Borrower and Subordinate Lender dated as of _____, 20____ ("Subordinate Note") and to secure the Subordinate Loan by placing an Affordable Housing Declaration of Restrictive Covenant ("Restrictive Covenant") and a Deed of Trust against the Property (the "Subordinate Deed of Trust") pursuant to the terms of that certain Deed of Trust between the Borrower and Subordinate Lender dated as of Deed of Trust _____, 20____ (the "Security Agreement," together with the Subordinate Loan Agreement, the Subordinate Note, the Subordinate Deed of Trust, and Declaration of Restrictive Covenant collectively the "Subordinate Loan Documents"); and

C. As condition to Lender's closing the Senior Loan and permitting the Subordinate Lender to make the Subordinate Loan, Lender has required that Subordinate Lender execute this

Agreement to limit Subordinate Lender's rights and remedies with respect to the Subordinate Deed of Trust, the Borrower, and the Collateral.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Subordinate Lender do herein and hereby agree as follows:

SECTION 1. CERTIFICATION BY SUBORDINATE LENDER.

- 1.1.** Subordinate Lender hereby certifies and warrants to Lender that the following information is true and complete as of the date hereof:
 - 1.1.1. The Subordinate Deed of Trust and Restrictive Covenant are the only documents securing the Subordinate Loan;
 - 1.1.2. Subordinate Lender has never assigned any interest (whether collateral or otherwise) in or to the Subordinate Deed of Trust;
 - 1.1.3. No default or event of default has been declared by Subordinate Lender under the Subordinate Deed of Trust;
 - 1.1.4. The term of the Subordinate Loan does not end before the stated term of the Senior Loan; and
 - 1.1.5. The Subordinate Deed of Trust has not been amended, modified, assigned or superseded.

SECTION 2. RELIANCE.

Lender would not make the Senior Loan with the Borrower without this Agreement. Accordingly, Subordinate Lender intentionally and unconditionally enters into the covenants and agreements as set forth herein, and understands that, in reliance upon and in consideration of such covenants and agreements, the Senior Loan has been made and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not be made or entered into but for such reliance.

SECTION 3. PRIORITY OF SENIOR NOTE AND SENIOR DEED OF TRUST.

- 3.1.** Notwithstanding the time of the recording of the Senior Deed of Trust, and notwithstanding anything to the contrary whatsoever contained in the Subordinate Deed of Trust, all of Subordinate Lender's rights and remedies under the Subordinate Deed of Trust are hereby expressly made subject and subordinate in all respects including, without limitation, subordinate in lien and subordinate in payment to the Senior Note and the Senior Deed of Trust (including, without limitation, any future advances by Lender to protect the Collateral or Lender's lien thereon or rights thereto), and to all of Lender's rights and remedies under

the Senior Loan Documents and to the Collateral. In addition, in furtherance of and without limiting the foregoing, Subordinate Lender agrees that:

- 3.1.1. Notwithstanding anything to the contrary whatsoever contained in the Subordinate Loan Documents, all rights of Subordinate Lender under the Subordinate Deed of Trust in and to the Collateral and the proceeds thereof (including, without limitation, any rights with respect to leases, rents, insurance proceeds, sale proceeds and condemnation awards) shall be expressly subject and subordinate to the rights of Lender in and to the Collateral and the proceeds thereof (including, without limitation, any rights with respect to leases, rents, insurance proceeds, sale proceeds and condemnation). pursuant to its loan documents and the terms of this Agreement, and to any other expenses incurred under and as permitted in the Senior Loan Documents.
- 3.1.2. Subordinate Lender hereby acknowledges that the Senior Lender may, upon ten (10) days advance written notice to Subordinate Lender, amend, extend or advance, restate, refinance, or otherwise modify, in whole or in part, of all or any of the Senior Loan Documents, whether or not voluntary or obligatory, including without limitation, increasing or decreasing the stated principal amount of the Senior Note, increasing or decreasing the interest rate payable under the Senior Note or altering any other payment terms under the Senior Note (each a "Modification"). Notwithstanding the foregoing, Senior Lender may not complete a Modification of the Senior Loan Documents without the consent of Subordinate Lender, which consent shall not be unreasonably withheld, if such Modification would result in (i) an increase in the principal amount of the Senior Loan in excess of Two Hundred Thousand Dollars (\$200,000.00) (excluding any protective advances made by Senior Lender, including taxes and insurance for the benefit of the Property), (ii) an increase in the interest rate on the Senior Loan by more than two percent (2%) per annum (excluding any imposition by Senior Lender of default interest under the Senior Loan Documents) or (iii) any extension of the term of the Senior Loan by more than five (5) years. Notwithstanding any provision of this Agreement to the contrary, any reference herein to the "Senior Deed of Trust," "Senior Loan Documents" or "Senior Note" is deemed to include and refer to any renewal, replacement, amendment, modification, refinancing, extension, substitution or consolidation thereof whether by Lender, any successor or assign of Lender, or any other person or entity. The failure to provide Notice, as set forth above, will not impact the effectiveness of Lender's actions or the continued priority of the Senior Loan Documents or Senior Note pursuant to this Agreement.
- 3.1.3. Subordinate Lender hereby agrees that Subordinate Lender shall not agree to any encumbrance on the Collateral, other than the Subordinate Deed of Trust, or any increases in the amount evidenced by the Subordinate Deed of Trust without the prior written consent of the Lender. No further advances shall be provided by Subordinate Lender to the Borrower whether pursuant to the Subordinate Deed of Trust or otherwise without the prior written consent of the Lender.

- 3.1.4. If, notwithstanding the provisions of this Agreement, any payment, distribution or security of any character (whether in cash, securities or other property) other than regularly scheduled payments provided for under the Subordinate Loan Documents while there exists no monetary default by Borrower with respect to the Senior Loan Documents, shall be received by the Subordinate Lender out of or in connection with the Subordinate Deed of Trust before all of the Senior Loan shall have been paid in full, such payment, distribution or security, as applicable, shall not be commingled with any asset of Subordinate Lender, shall be held in trust for the benefit of, and shall be delivered over or delivered and transferred to, Lender or its representative, for application to the payment of the Senior Loan remaining unpaid and then for the application to the payment of the Subordinate Loan remaining unpaid as provided for in the Senior Note and Subordinate Note.
- 3.1.5. Subordinate Lender shall be bound by any consents or waivers made by Lender solely with respect to the Senior Loan Documents, and Subordinate Lender, hereby waives any and all rights of consent or approval with regard to any matters covered by or under the terms of the Senior Loan Documents.
- 3.1.6. In the event of an extension of the term of the Senior Loan, Subordinate Lender hereby agrees to extend the term of the Subordinate Loan for a corresponding or greater period of time.
- 3.1.7. Lender and Subordinate Lender each hereby agree to deliver to the other copies of any and all notices received by it or its agents in connection with the Senior Deed of Trust or the Subordinate Deed of Trust. Lender and Subordinate Lender each hereby grant to the other the right, but not the obligation, to cure any default under the Senior Deed of Trust/Subordinate Deed of Trust, respectively, and the Lender and Subordinate Lender also each accept all such performance by the other, provided that with respect to any default under the Senior Deed of Trust which Subordinate Lender elects to cure, any such cure shall be completed within 60 days of notice of default, which timeframe may be extended in Senior Lender's sole discretion if Subordinate Lender submits a request in writing demonstrating diligent pursuit of a cure.

SECTION 4. CERTAIN ACTIONS REGARDING SUBORDINATE DEED OF TRUST.

- 4.1. Until the obligations under the Senior Loan have been fully satisfied and the Senior Deed of Trust is released, Subordinate Lender shall not take any of the following actions with respect to the Subordinate Deed of Trust, without the prior written consent of Lender:
 - 4.1.1. Declare a default under the Subordinate Deed of Trust, accelerate all or any portion of any monies due pursuant to the Subordinate Deed of Trust, or exercise any of its remedies under the Subordinate Deed of Trust;
 - 4.1.2. Commence any legal proceedings against the Borrower;

- 4.1.3. Consent to any amendment, extension, restatement, replacement, supplement, increase, consolidation, renewal or modification of the Subordinate Loan Documents or Deed of Trust;
- 4.1.4. Assign, convey, sell, hypothecate or transfer any interest whatsoever in the Subordinate Deed of Trust directly or indirectly (including, without limitation, by means of a transfer of ownership interests in Subordinate Lender), whether such interest be collateral in nature (e.g., pledges or grants of security interests) or absolute;
- 4.1.5. Commence or consent to any bankruptcy, insolvency, reorganization or similar proceeding by or against the Borrower; or
- 4.1.6. Accept any payments under the Subordinate Deed of Trust except as provided for pursuant to the terms of this Agreement.

Any consent required of Lender in this Agreement may be given or withheld in the reasonable discretion of Lender. The Subordinate Lender shall have no rights to any proceeds of a refinancing of the Senior Loan in which rights under the Senior Loan Documents are sold or transferred or the Senior Loan is replaced, until such time as the entire indebtedness evidenced or secured by the Senior Loan Documents and all other sums evidenced or secured by the Senior Loan Documents have been paid in full. The Subordinate Lender acknowledges that any assignment or assignments of the Senior Loan and/or the Senior Loan Documents in connection with a sale by the Lender of the Senior Loan (by itself or with other loans) shall not be deemed to be a repayment of the Senior Loan for purposes of this Agreement.

SECTION 5. BANKRUPTCY ISSUES.

- 5.1. This Agreement shall be applicable both before and after commencement, whether voluntary or involuntary, of any case by or against the Borrower under the United States Bankruptcy Code (as amended from time to time, the "Bankruptcy Code") and all references herein to the Borrower shall be deemed to apply to the Borrower as a debtor-in-possession and to any trustee in bankruptcy for the estate of the Borrower.
- 5.2. In the event the Lender is required under any bankruptcy or other law to return to the Borrower, Borrower's bankrupt estate, any third party or any trustee, receiver or other similar representative of the Borrower any payment or distribution of assets, whether in cash, property or securities, including, without limitation any Collateral or any proceeds of the Collateral previously received by the Lender on account of the Senior Loan Documents (a "Reinstatement Distribution"), then to the maximum extent permitted by law, this Agreement and the subordination of the Subordinate Note shall be reinstated with respect to any such Reinstatement Distribution. The Lender shall not be required to contest its obligation to return such Reinstatement Distribution.
- 5.3. The Subordinate Lender hereby agrees that the Subordinate Lender shall not make any election, give any consent, commence any action or file any motion or take any other action

in any case by or against Borrower under the Bankruptcy Code without the prior written consent of the Lender.

SECTION 6. DISBURSEMENT OF LOAN PROCEEDS AND CONSTRUCTION ADMINISTRATION:

Intentionally Omitted.

SECTION 7. MISCELLANEOUS PROVISIONS:

- 7.1. Entire Agreement; Amendment; Severability.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
- 7.2. Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, except to the extent that the applicability of any of such laws may now or hereafter be preempted by federal law, in which case such federal law shall so govern and be controlling. Subordinate Lender, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, (i) submits to personal jurisdiction in the State of Colorado over any suit, action or proceeding by any person arising from or relating to this Agreement, (ii) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction sitting in Colorado, (iii) submits to the jurisdiction of such courts, and (iv) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any other forum (but nothing herein shall affect the right of lender to bring any action, suit or proceeding in any other forum). Subordinate Lender hereby further irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this agreement sitting in Colorado, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- 7.3. Assigns.** The terms, provisions and conditions of this Agreement shall be binding upon Subordinate Lender, Lender and the successors and assigns of either; provided, however, nothing in this Section 6(c) shall be deemed to limit or diminish in any respect Subordinate Lender's obligations pursuant to Section 4(d) above.
- 7.4. Further Assurances.** Subordinate Lender agrees, within ten (10) business days after receipt of a request by Lender, to execute such other documents (whether in recordable form or otherwise) as may be reasonably requested by Lender to further evidence the subordination and other agreements effectuated hereby.

- 7.5. No Third Party Beneficiaries; Securitization.** It is expressly agreed and understood that each and every certificate and agreement of Subordinate Lender in this Agreement are for the benefit of the Lender and subsequent owners or holder of the Senior Loan Documents. No third party shall be entitled to rely on any agreements or certifications provided herein to any extent whatsoever.
- 7.6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.
- 7.7. WAIVER OF JURY TRIAL.** SUBORDINATE LENDER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES AND RELINQUISHES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR SUBORDINATE LENDER OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OF ANY OTHER PERSONS AFFILIATED WITH LENDER OR SUBORDINATE LENDER IN EACH OR THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
- 7.8. Estoppel Certificates.** Intentionally deleted.
- 7.9. Costs and Expenses.** As between Lender, on the one hand, and the Borrower on the other hand, the Borrower shall be jointly and severally liable to pay any and all costs and expenses incurred by Lender in reviewing any matter requiring its approval hereunder (including, without limitation, the reasonable fees and expenses of counsel to Lender).
- 7.10. No Partnership.** This Agreement shall not in any respect be interpreted, deemed or construed as making Subordinate Lender a partner or joint venturer with any other person or entity, including, without limitation, Lender or Borrower, nor shall it be construed as making Subordinate Lender the agent or representative of the Lender or Borrower nor the Lender or Borrower the agent or representative of Subordinate Lender.
- 7.11. Severability.** In the event that any provision of this Agreement or the application hereof to any party hereto shall, to any extent, be invalid or unenforceable, under any applicable statute, regulation or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provisions to parties, jurisdictions or circumstances other than to whom or to which it is held, invalid or unenforceable, shall not be affected

thereby nor shall same affect the validity of enforceability of any other provision of this Agreement.

7.12. Conflict. In the event of any conflict between the provisions of this Agreement on the one hand, and the Subordinate Deed of Trust on the other hand, the provisions of this Agreement shall control.

7.13. Remedies. The parties shall each have full right and power to enforce the undertakings, covenants and agreements of the other parties hereto directly against such other parties by suit for specific performance or claims for damages or a combination of the foregoing. In the event of any dispute between or among any of the parties hereto arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties, all reasonable fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by such prevailing party or parties in connection with such dispute.

7.14. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below. Each party may, by written notice given to the other parties, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

If to Senior Lender:

If to Subordinated Lender:

Attn: _____
City of Glenwood Springs
101 W. Eighth Street
Glenwood Springs, CO 81601

If to the Borrower:

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

LENDER:

By: _____ (Name)
Its: _____ (Title)

SUBORDINATE LENDER:
CITY OF GLENWOOD SPRINGS, COLORADO

By: _____ (Name)
Its: _____ (Title)

Attest:

_____, City Clerk

[Borrower Acknowledgement on following page]

BORROWER:

By: _____
_____ (Name)

Its: _____
_____ (Title)

By: _____
_____ (Name)

Its: _____
_____ (Title)

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____
20____, by _____, as _____ (title) of _____
_____ (borrower name).

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____
20____, by _____, as _____ (title) of _____
_____ (borrower name).

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
(Legal Description)

**AFFORDABLE HOUSING DECLARATION OF RESTRICTIVE COVENANT FOR
THE _____, GARFIELD COUNTY, COLORADO**

This Affordable Housing Declaration of Restrictive Covenant for The _____, Garfield County, Colorado (this "Restrictive Covenant") is made as of _____ ("Effective Date"), by _____, a Colorado _____, hereinafter referred to as "Declarant."

RECITALS:

WHEREAS, Declarant is the owner of that certain real estate located in the County of Garfield (the "County"), State of Colorado, and legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, pursuant to Loan Agreement dated as of the Effective Date (the "Loan Agreement"), accompanying promissory note in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Note") and secured by a deed of trust ("Deed of Trust") recorded or to be recorded in the real estate records of the County of Garfield, State of Colorado ("County") for the benefit of the City of Glenwood Springs (the "City"), Declarant was obligated to provide this Restrictive Covenant.

WHEREAS, it is a condition of the Loan Agreement that the Declarant create a valid and enforceable covenant running with the Property which assures that _____ Community ("Community") remain primarily a resident owned manufactured home community dedicated to serving the needs of Owners (defined below) that qualify as: 1) Low Income and Moderate Income, and 2) as Glenwood Workforce (as defined herein) and that the operation of the Community is structured in such a manner to allow for rental rates for the Lots (defined below) within the Community to remain as low as possible.

WHEREAS, Declarant intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the Community described and provided for herein shall be and are hereby made covenants running with the Property and are intended to be and shall be binding upon the Declarant and all subsequent Owners of Homes within the Community for the stated term of this Restrictive Covenant, unless and until this Restrictive Covenant is released and terminated in the manner hereafter described.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed, and mortgaged subject to the following covenants, restrictions, and conditions, all of which shall be covenants

running with the land, and which are for the purposes of ensuring that the Homes or Lots remain available for purchase and lease by persons as set forth herein and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, and their heirs, successors, and assigns.

SECTION 1. DEFINITIONS

The following words, when used in this Restrictive Covenant, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

Area Median Income (“AMI”) means the median annual household income for Garfield County, as adjusted by household size, and published annually by the Colorado Housing Finance Agency (“CHFA”), or comparable standard as approved by City Council resolution.

Foreclosure Right of First Refusal (“ROFR”) means the first right of refusal of the City to acquire the debt or other senior lien position a Senior Lender in the event such Senior Lender commences a Senior Foreclosure action against the Property.

Glenwood Workforce means person who is a qualified resident employed in the Employment Area identified as the municipal boundary of Glenwood Springs. If not enough qualified applicants are received for a for sale or rental unit, applicants may be drawn from the next prioritized employment area.

1. Employment area one – employees working for an employer with a physical address within the corporate city limits of Glenwood Springs, are directly employed by a company that has its principal office located in the city limits, or an employee who is self-employed within the corporate city limits of Glenwood Springs.
2. Employment area two – employees working for an employer whose physical address is located within the 81601-zip code, or an employee who is self-employed within the same area.
3. Employment area three – employees working for an employer within a thirty (30) mile radius of the corporate city limits.

Home means a manufactured home placed upon a Lot within the Community.

HUD means the U.S. Department of Housing and Urban Development.

Listing Date means the date a Home is first made available for Sale or any subsequent date that the Terms are materially modified in the Sale activities. In the event of a marketing

effort listing a Home for Sale, the Listing Date shall be the date of the first marketing of the Home for Sale. In the event of a bona fide offer to purchase a Home, the Listing Date shall be the date the Owner receives such bona fide third-party offer. Listing Date shall mean, for purposes of a Lot Lease, the date the Lot is made available for lease.

Lot Lease means the leasing of a Lot to an Owner in order for the Owner to place a Home on the Lot.

Lot means a physical lot on which the Homes are placed and which are leased to individuals through Lot Leases.

Low Income means an annual household income at or below eighty percent (80%) of the AMI.

Member means any owner of a cooperative interest in Declarant.

Moderate Income means an annual household income at or below one hundred twenty percent (130%) of the AMI.

Owner means the record owner at any time taking and holding fee simple title to a Home.

Priority Period means the forty-five (45) day period following any Listing Date.

Qualified Owner means 1) either a Moderate Income or Low Income Owner, and 2) a member of the Glenwood Workforce. A household's income for purposes of determining whether such household meets the definition of Low Income or Moderate Income shall be determined at the Listing Date.

Sale means any proposal for the sale of a Home with an intent to Transfer the Home to a third party. Sale shall include, but is not limited to, listing a Home for sale on a marketing platform such as Facebook, Craigslist, a multi listing service (MLS), placing a "for sale" sign on or about the Home, soliciting or accepting any bona fide offers to purchase a Home, or any other method for attempting to Transfer a Home to a third-party.

Senior Foreclosure means any foreclosure or deed-in-lieu action taken against the Property or Declarant by a Senior Lender.

Senior Lender means any lender holding a deed of trust or similar lien position superior to the Deed of Trust.

Terms means the terms and conditions of a proposed Sale of a Home. For those Sales involving the marketing of a Home for Sale, the Terms shall be the purchase price, time

periods and conditions set forth in solicitation materials. For those Sales involving a bona fide third-party offer, the Terms shall be as set forth in the written third-party offer.

Transfer or ***Transferred*** means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Home by which possession of a Home is transferred.

SECTION 2. PURPOSE

The purpose of this Restrictive Covenant is to provide a method by which the Homes and Lots within the Community are made available on a priority basis for: 1) Low Income and Moderate Income Owners, for whom because of their income, may not otherwise be in a position to afford to purchase a Home or lease a Lot, and to help establish and preserve a supply of housing to help meet the needs of the residents of the City, and 2) ensure the availability of housing for the Glenwood Workforce.

SECTION 3. RESTRICTIVE COVENANT AND AGREEMENT BINDS THE PROPERTY

This Restrictive Covenant shall constitute covenants running with title to the land as a burden thereon, for benefit of, and enforceable by, the City and its successors and assigns, and this Restrictive Covenant shall bind Declarant, its Members and all subsequent Owners of a Home within the Community.

SECTION 4. RESTRICTIONS

- 4.1. Sale and Lot Leases.** In the event that a Home is Transferred or made available for Sale or a Lot is leased without compliance with this Restrictive Covenant, the City shall have the remedies set forth herein. Except as otherwise provided herein, each and every Transfer of a Home, listing of a Home for Sale or offering of a Lot as available for a Lot Lease, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restrictive Covenant.
- 4.2. Records and Inspection.** Declarant shall cause to be submitted to the City a report as of the end of each calendar year, before each subsequent January 30th, of new Owners residing in the community after the date of these Restrictive Covenants in conformance with any legal requirements regarding privacy. Declarant shall submit any information, documents or certificates requested from time to time by the City with respect to the occupancy and use of any Home in Declarant's possession which the City reasonably deems necessary to substantiate the compliance with the provisions of this Restrictive Covenant. Such

information shall be submitted to the City within such reasonable time period as the City may establish.

- 4.3. Sale Opportunity.** At all times while this Restrictive Covenant encumbers the Property, in the event an Owner desires to Transfer a Home or places a Home for Sale, the Owner of such Home must, for the Priority Period, only allow Low Income and Moderate Income individuals to purchase the Home on the Terms.
- 4.4. Lease Opportunity.** At all times, while the Restrictive Covenant encumbers the Property, in the event a vacant Lot becomes available for a Lot Lease (without a Home on it), Declarant shall, for the Priority Period, only allow Low Income and Moderate Income individuals to enter into a Lot Lease on the Terms.
- 4.5. Priority Period.** At the expiration of the Priority Period, provided no Qualified Owner has leased the available Lot or purchased the available Home (each a "Transaction") (or commenced and diligently pursued good faith Transaction, in which case, the Priority Period shall be extended until the Transaction is complete), then the Owner or Declarant can make the Home available for Sale on the open market at the same Terms or in the case of a Lot for lease, make the Lot available for lease on the open market at the same Terms. In the event the Terms change, the provisions of this Article 5 shall again apply and the Priority Period shall re-commence.

SECTION 5. ENFORCEMENT

- 5.1. Enforcement of This Covenant.** The Declarant hereby grants and assigns to the City the right to review and enforce compliance with this Restrictive Covenant. Compliance may be enforced by the City by any lawful means, including, without limitation, specific performance and damages, to reimburse the City for its enforcement costs.
- 5.2. Proceedings.** Jurisdiction and venue for a suit enforcing compliance shall be proper and exclusive in the County and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Home. As part of any enforcement action on the part of the City, the applicable Owner shall pay all court costs and reasonable legal fees incurred by the City in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the City's attorney spent on such claims at the rates generally charged for similar services by private practitioners within the County.

SECTION 6. FORECLOSURE

- 6.1. Release.** Notwithstanding anything herein to the contrary, in the event of a Senior Foreclosure, the City shall release this Restrictive Covenant if either (a) the Note will be

repaid in full in connection with such Senior Foreclosure or (b) the City does not exercise the Foreclosure ROFR pursuant to Section 6.2 below. Notwithstanding the foregoing, any and all claims of the City available hereunder against Owner shall survive any release or termination of this Restrictive Covenant. In addition, at all times, the City shall retain any redemption rights under the Deed of Trust as set forth in Section 6.3 below.

- 6.2. Senior Foreclosure.** Upon commencement of a Senior Foreclosure, such Senior Lender must first notify the City of the Senior Foreclosure action ("Foreclosure Notice") and offer to the City the opportunity to cure such Senior Foreclosure by purchasing the Senior Lender's debt position at the amount required to payoff such Senior Lender's loan in full. The City shall have thirty (30) days from receipt of the Foreclosure Notice in order to exercise the Foreclosure ROFR by providing written notice to the Senior Lender of the desire to exercise the Foreclosure ROFR and thereafter the City shall have 45 days to consummate the acquisition of the Senior Lender's loan.
- 6.3. Redemption Rights.** In the event of a Senior Foreclosure, the City shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the Senior Lender's loan (as provided in C.R.S. §38-38-101 et seq., or any succeeding statute). Upon receipt of such notice, the City shall have a right of redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure.

SECTION 7. GENERAL PROVISIONS

- 7.1. Equal Housing Opportunity.** Pursuant to the Fair Housing Act, the Declarant and the City shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of a Home or a Lot.
- 7.2. Severability.** Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Declarant and the City that such invalidated provision be severable.
- 7.3. Term.** The restrictions contained herein shall run with the land and bind the land for a term of ninety-nine (99) years from the date that this Restrictive Covenant is recorded, after which time the terms of this Restrictive Covenant shall be automatically extended for successive periods of ten (10) years. Upon repayment of the Note in full, the Restrictive Covenant shall be released by a signed release of this Restrictive Covenant signed by the City and Declarant.
- 7.4. Amendment.** This Restrictive Covenant may be amended only by an instrument recorded in the records of the County executed by the City and the Declarant.

- 7.5. No Third-Party Beneficiaries.** This Restrictive Covenant is made and entered into for the sole protection and benefit of the City. Except as otherwise specifically provided for herein, no other person, persons, entity, or entities, including, without limitation, prospective buyers of a Home, shall have any right of action with respect to this Restrictive Covenant or right to claim any right or benefit from the terms provided in this Restrictive Covenant or be deemed a third-party beneficiary of this Restrictive Covenant.
- 7.6. Non-Liability.** The City and their respective employees, members, officers and agents shall not be liable to Declarant or third party by virtue of the exercise or non-exercise of their rights or the performance of their obligations under this Restrictive Covenant. The parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Restrictive Covenant, the monetary limitations or any other rights, immunities or protections afforded by the Governmental Immunity Act, CRS §§ 24-10-101, et seq., as they may be amended, or any other limitation, right, immunity or protection otherwise available to the parties.
- 7.7. Exhibits.** All exhibits attached hereto are incorporated herein and by this reference made part hereof.
- 7.8. Gender and Number.** Whenever the context so requires herein, the neutral gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.
- 7.9. Further Actions.** The Declarant and its successors and assigns agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Restrictive Covenant or any agreement or document relating hereto or entered into in connection herewith.
- 7.10. Notices.** Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restrictive Covenant. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To the City:

Attn: City Manager
City of Glenwood Springs
101 W. Eighth Street
Glenwood Springs, CO 81601

- 7.11. Choice of Law.** This Restrictive Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.
- 7.12. Successors.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.
- 7.13. Headings.** Article and Section headings within this Restrictive Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 7.14. Signatures.** Signatures to this Restrictive Covenant may be in counterparts.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand unto this Restrictive Covenant as of the Effective Date.

DECLARANT:

By: _____
_____(name)
_____(title)

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____
20__, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

(Legal Description of Property)

COMMUNITY

_____, 20__ (the "Effective Date")

Original Principal Amount: \$1,500,000.00

SECTION 1. PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____, a Colorado _____, with offices at _____ (the "Borrower"), promises to pay One Million Five Hundred Thousand (\$1,500,000.00) ("Principal Amount"), with interest on the unpaid principal balance from the Effective Date, until paid, at the rate of six percent (6%) per annum (the "Note Rate") (with interest to cease accruing thirty (30) years after the Effective Date), all in accordance to the terms of this Promissory Note (this "Note"), to the order of City of Glenwood Springs, a Colorado home rule municipal corporation, with offices at 101 W. Eighth Street, Glenwood Springs, Colorado 81601 (together with its successors and assigns, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Deed of Trust or Loan Agreement (both defined below). The proceeds of this Note shall be advanced in accordance with that certain Loan Agreement executed between the Borrower and the Lender as of even date herewith (the "Loan Agreement").

SECTION 1. CONTRACT INTEREST RATE

The principal balance of this Note shall bear interest at the rate of six percent (6.0%) per annum (i.e. the Note Rate). In the case of an Event of Default, default interest shall accrue from the date of the Event of Default at the Default Rate (defined below). All interest shall be based on the actual number of days in each calendar month in a year consisting of three hundred sixty-five (365) days.

SECTION 2. SCHEDULED PAYMENTS

2.1. Monthly Payments

There shall be no periodic payments of interest or principal due under this Note. Interest shall accrue at the Note Rate, but no interest shall be due hereunder until either a Transfer Event or an Event of Default. In the event of a Transfer Event or an Event of Default, all accrued interest shall be due and payable in full within five (5) business days of Lender issuing a notice (and Borrower receiving the same in accordance with the notice provisions of the Loan Agreement) that such interest is due and payable in full.

2.2. Final Payment

The entire outstanding principal balance on said Principal Amount and all accrued but unpaid interest, if any, due thereon or under any of the other documents entered into now or in the future

in connection with the Loan (the "Loan Documents"), shall be due and payable in full on (the "Due Date") the occurrence of a Transfer Event, defined in the Loan Agreement.

2.3. Payment Application

Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest specified above, if any, and the balance applied in reduction of the principal amount of the Principal Amount as noted herein.

SECTION 3. DEFAULT INTEREST

If an Event of Default exists the outstanding principal balance of this Note shall, at the option of the Lender, bear interest at a rate (the "Default Rate") equal to eight percent (8%) per annum. If interest has accrued at the Default Rate during any period, such interest shall be payable on demand. If a court of competent jurisdiction determines that any interest charged has exceeded the maximum rate allowed by law, the excess of the amount collected over the legal rate of interest will be applied to the Principal Amount as a principal prepayment without premium, retroactively, as of the date of receipt, or returned to the Borrower if the Principal Amount has been fully paid.

SECTION 4. GRACE PERIOD AND LATE CHARGE

If the Lender does not receive any required payment on or before the fifth (5th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued; provided, however, no late charge shall be assessed on the principal balance payment scheduled to become due on the Due Date.

SECTION 5. PREPAYMENT

This Note may be prepaid in full or in part at any time without penalty.

SECTION 6. DEFAULT

If an Event of Default (defined in the Loan Agreement) exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable costs and expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute an obligations evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees, costs and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust, including all of the Lender's reasonable attorneys' fees, costs and expenses and all property appraisal costs and witness fees.

SECTION 7. ACCELERATION

If an Event of Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Principal Amount, all costs of collection (including reasonable attorneys' fees, costs and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document.

If the subject Event of Default is a curable non-monetary default, the Lender shall exercise its option to accelerate only by delivering notice of acceleration to the Borrower. The Lender shall not deliver any such notice of acceleration until (a) the Borrower has been given any required notice of the prospective Event of Default and (b) any applicable cure period has expired.

SECTION 8. SECURITY

This Note is secured by a Deed of Trust (the "Deed of Trust") granted by the Borrower to the Public Trustee of Garfield County, the Trustee, for the benefit of the Lender, conveying certain real property (the "Real Property") located in the City of Glenwood Springs, County of Garfield, State of Colorado as set forth on Exhibit A. The Deed of Trust is subordinate to a three separate deed of trusts recorded on _____ at Reception Nos. _____, _____, and _____ (collectively, the "First Deed of Trust"), and subject to an intercreditor agreement between Lender and First Deed of Trust lender of even date herewith. Reference is made to the Loan Documents for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

SECTION 9. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

SECTION 10. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other Person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with

respect to the Indebtedness; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

SECTION 11. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

SECTION 12. WAIVER OF JURY TRIAL

THE BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT OR (B) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENT, AND THE BORROWER AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

SECTION 13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the proceeds of the Loan evidenced by this Note will be used solely in connection with such purposes.

SECTION 14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this section shall result in a novation of the Borrower's obligations under this Note.

SECTION 15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Colorado without reference to conflicts of law provisions which, but for this provision, would require the application of the law of any other jurisdiction.

SECTION 16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

SECTION 17. AGREEMENT CONCERNING INTEREST

The provisions of this Note and of the Deed of Trust now or hereafter existing are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of this Note or otherwise, shall the amount paid or agreed to be paid to the Lender for the use, forbearance or detention of the sums evidenced by this Note exceed the maximum amount permissible under Colorado law. If, from any circumstances whatsoever, the performance or fulfillment of any provision of this Note, or of the Deed of Trust, at the time performance of such provision shall be due, shall exceed the limit of validity prescribed by law, then, ipso facto, the obligation to be performed or fulfilled shall be reduced to the limit of such validity, and, if from any such circumstance, the Lender shall ever receive anything of value which is deemed to be interest by Colorado law which would exceed the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the Principal Amount of this Note and to the payment of interest thereon or, if such excessive interest exceeds the unpaid balance Principal Amount of this Note, such excess shall be refunded to the Borrower.

SECTION 18. NO ORAL AGREEMENTS

TIDS NOTE AND ALL THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF TIDS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

TIDS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INTERCREDITOR AND SUBORDINATION AGREEMENT AMONG THE LENDER, THE MAKER/BORROWER AND RESIDENT OWNERSHIP CAPITAL, LLC D/B/A ROC USA® CAPITAL, WHICH AMONG OTHER THINGS SUBORDINATES THE MAKER'S/BORROWER'S AND SUBORDINATE LENDER'S RIGHTS TO THE RIGHTS OF THE HOLDERS OF THE SENIOR FINANCING AS DEFINED IN SAID AGREEMENT.

[Signature pages follow]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed under seal as of the Effective Date.

BORROWER:

By: _____
_____ (name)
_____ (title)

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____
20____, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

This form is approved for use by brokers in Colorado by the Colorado Real Estate Commission. A broker's use of this form must be limited to inserting transaction-specific information within the form. The broker may also advise the parties as to effects of the form, and the broker's use of the form must be appropriate for the transaction and the circumstances in which it is used. The broker must advise the parties that the form has important legal consequences and that the parties should consult legal counsel before signing the form.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD72-8-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer – Strict)

THIS DEED OF TRUST is made this _____ day of _____, 20____, between _____
_____, (Borrower), whose address is _____;
and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of City of Glenwood Springs, a Colorado home rule municipal corporation (Lender), whose address is 101 W. Eighth Street, Glenwood Springs, Colorado 81601.

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the _____ County of Garfield, State of Colorado:

known as No. _____ (Property Address),
Street Address City State Zip
together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated _____ in the principal sum of One Million Five Hundred Thousand Dollars (U.S. \$1,500,000.00), with interest on the unpaid principal balance from _____ until paid, at the rate of six percent per annum, with principal and interest payable at 101 W. Eighth Street, Glenwood Springs, Colorado 81601 or such other place as Lender may designate, in _____ payments of _____ Dollars (U.S. \$ _____), due on the _____ day of each _____ beginning _____; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on _____; and Borrower is to pay to Lender a late charge of _____% of any payment not received by Lender within _____ days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except _____;

2.2. the payment of all other sums, with interest thereon at _____% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to _____.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

49 **6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under
50 any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions
51 attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if
52 any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by
53 Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make
54 payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or
55 defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or
56 forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as
57 ordered by the court to the registry of the court in which such proceedings are filed.

58 **7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured
59 against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the
60 insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior
61 encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

62 The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen
63 by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof
64 shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at
65 least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to
66 Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

67 In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss
68 if not made promptly by Borrower.

69 Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is
70 economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not
71 economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the
72 sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if
73 Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to
74 Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the
75 insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

76 Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4
77 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments.
78 Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is
79 acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof
80 resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this
81 Deed of Trust immediately prior to such sale or acquisition.

82 All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds
83 are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

84 **8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit
85 waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust
86 is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other
87 documents governing the use, ownership or occupancy of the Property.

88 **9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if
89 Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or
90 if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's
91 option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is
92 necessary to protect Lender's interest, including, but not limited to:

- 93 **9.1.** any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 94 **9.2.** the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 95 **9.3.** sums due on any prior lien or encumbrance on the Property;
- 96 **9.4.** if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 97 **9.5.** the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest
98 in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property,
99 receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney
100 in the employment of Lender or holder of the certificate of purchase;
- 101 **9.6.** all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
- 102 **9.7.** such other costs and expenses which may be authorized by a court of competent jurisdiction.

103 Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by
104 law or otherwise to cure any default under said prior encumbrance.

105 Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower
106 secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and
107 Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing
108 contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

109 **10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided
110 that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's
111 interest in the Property.

112 **11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any
113 condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and
114 shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such
115 proceeds are subject to the rights of any holder of a prior deed of trust.

116 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the
117 excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part
118 of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount
119 of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property
120 immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the
121 amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the
122 value immediately prior to the date of taking.

123 If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an
124 award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender
125 is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums
126 secured by this Deed of Trust.

127 Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4
128 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

129 **12. Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by this
130 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of
131 the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be
132 required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of
133 the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

134 **13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or
135 otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

136 **14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to
137 all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently,
138 independently or successively.

139 **15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein
140 contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject
141 to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and
142 several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret
143 or define the provisions hereof.

144 **16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for
145 in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such
146 notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower
147 may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be
148 effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to
149 such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of
150 Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

151 **17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the
152 event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other
153 provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the
154 provisions of the Deed of Trust and Note are declared to be severable.

155 **18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the Property; Assumption),
156 upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon
157 the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by
158 this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of
159 sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in
160 pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

161 If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such
162 notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause
163 publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property
164 is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such
165 time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest
166 bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels
167 as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property
168 at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.
169 Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale,
170 including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this
171 Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

172 **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder,
173 the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and
174 interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided
175 by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though
176 no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

177 **20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower
178 hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration;
179 Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due
180 and payable.

181 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration
182 under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure
183 proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or
184 insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed
185 by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

186 Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in
187 person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property
188 and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first
189 to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the
190 sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

191 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of
192 Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees.
193 If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to
194 Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect
195 the release of this Deed of Trust.

196 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property
197 under state or federal law presently existing or hereafter enacted.

198 **23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds, as defined below, are being paid pursuant
199 to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest
200 are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to _____ of the
201 yearly taxes and assessments which may attain priority over this Deed of Trust, plus _____ of yearly premium installments
202 for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills
203 and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

204 The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in
205 an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the
206 Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds,
207 analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any
208 interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing
209 credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional
210 security for the sums secured by this Deed of Trust.

211 If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they
212 fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is
213 given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured
214 by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other
215 required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

216 Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held
217 by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by
218 Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs
219 first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

220 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer
221 or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the
222 execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part
223 thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of
224 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty
225 percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the
226 reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or
227 encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances;
228 or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the
229 event of each and every Transfer:

230 **24.1.** All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

231 **24.2.** If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate,
232 Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured
233 hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall
234 run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower
235 deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to
236 Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's
237 liability hereunder for the obligations hereby secured.

238 **24.3.** Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the
239 mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or
240 constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be
241 estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan,
242 whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

243 **25. Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.
244
245

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):

doing business as _____

IF BORROWER IS CORPORATION:
ATTEST:

Name of Corporation
Secretary By _____
President

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership
By _____
A General Partner

IF BORROWER IS LIMITED LIABILITY COMPANY:

Name of Limited Liability Company

By _____
Its Authorized Representative

Title of Authorized Representative

STATE OF COLORADO
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by * _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

246 *If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe
247 as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith &
248 Smith, a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172,
249 C.R.S.)
250



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Code Amendments to Title 070 and Title 030 Related to Accessory Dwelling Units, Design Standards, Use Definitions, and errata corrections.

Action Requested: Consideration of Code Amendments to the Municipal Code including Title 070 and 030

Department: Planning Department

Presented By: Hannah Klausman, Emery Ellingson

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Staff initiated several Title 070 code amendments based on emerging trends and challenges with interpreting code applicability. These amendments are related to the applicability of landscaping standards to Accessory Dwelling Units, Design standards prohibitions of stucco as a primary building material, the use of white and off-white as residential building colors, the definition of lodging use differences between hotels and vacation rentals, and a small administrative staffing correction item.

The Planning and Zoning Commission (The Commission) reviewed the Code Amendments at their regular scheduled meeting on May 27, 2025. The Commission voted to approve the amendments as follows:

1. Exemption of landscape regulations based on type of Accessory Dwelling Units.
2. Design standard allowing Stucco as a primary building material except for the downtown core where it will remain a prohibited building material.
3. Design standard allowing white and off-white as a paint color for residential development.
4. Amendment to the definition of Hotel Motel lodging use.
5. Errata Changes on staff positions in Title 030.

The Planning and Zoning Commission staff report including criteria analysis and minutes are included as an attachment to this report.

The Code Amendments have been broken into two ordinances and action items as follows:

Ordinance 2025-19, Title 070 Development Code

Ordinance 2025-20, Title 030 City Administration Code

Issues: Planning and Zoning Commission also discussed the applicability of the requirement to provide sidewalks for Accessory Dwelling Units which is not currently a proposed amendment. Council may wish to review this topic area in conjunction with these code amendments or direct staff to bring the topic back for a future meeting with some direction. The Commission had some suggestions for altering the sidewalk requirements that included the following:
Amend the current 500 Square foot addition threshold trigger to be more in line with sidewalk contiguity, where only if a property is within so many feet of an existing sidewalk, that they are required to provide it.
Staff has also considered reducing the sidewalk fee in-lieu for ADU's similar to the reduction in parking fee-in lieu. This would mean that putting in an ADU would still trigger a sidewalk requirement but that the fee in-lieu would be reduced.

Currently, per Municipal Code Section 070.040.070 Access and Circulation, and Chapter 5 of the Engineering Standards, any new development triggers the requirement to provide sidewalks if they do not already exist, or possibly upgrade an existing sidewalk that does not meet Code. The code provision requiring sidewalks is included below.

Section 070.040.070 (f)(1)a.2.

Sidewalks shall be installed on both sides of all arterials, collector streets, and local streets (including loop streets and culs-de-sac), and within and along the frontage of all new development and redevelopment, excluding those redevelopments with building elevation changes that involve fifty (50) percent or less of the exterior walls of a roofed building within a two-year period, commencing upon the issuance of the building or other required permit, structural additions of less than five hundred (500) square feet on a single lot, and/or building elevation changes that are for the purpose of minor cosmetic maintenance.

Most Accessory Dwelling Units that have been built in Glenwood Springs are over 500 square feet which triggers the sidewalk requirement. If an ADU is under 500 square feet and don't involve fifty (50) percent changes to exterior walls are NOT required to provide sidewalks.

Fiscal Impact:

The proposed code amendments offer homeowners and developers additional choices in building material and paint which could provide more affordable options.

There is not direct fiscal impact to the City of Glenwood Springs.

Legal Review:

Legal has drafted the ordinances.

Staff Recommendation:

For actions involving amendments to the Municipal Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

Planning and Zoning Commission recommends approval of the Code Amendments to Title 070 related to Accessory Dwelling Units, Design Standards, and use definitions with the following suggested findings.

The proposed amendment:

- i. Is consistent with the Comprehensive Plan and other City policies;
- ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- iii. Is necessary to address a demonstrated community need;
- iv. Is necessary to respond to substantial changes in conditions and/or policy; and
- v. Is consistent with the general purpose and intent of this Code.



Planning Commission Report

Date May 27, 2025
To: Planning and Zoning Commission
From: Hannah Klausman, Director of Community and Economic Development
Subject #13-25 Code Text Amendments–Title 070
Accessory Dwelling Unit Standards and Design Standards

REQUEST	Consideration of a code text amendments to Municipal Code Title 070 to amend the Accessory Dwelling Unit development standards and Design Standards.
APPLICANT	City of Glenwood Springs
OWNER	City of Glenwood Springs
LOCATION	City wide
ZONE	All

REQUIRED ACTION

Action 1:

Consideration of a code text amendments to Municipal Code Title 070.030.040 to amend the standards for Accessory Dwelling Units (ADU) within Glenwood Springs.

Staff recommends approval of amendments as listed on page 2-8 of this report.

REVIEW AUTHORITY

For actions involving amendments to the Land Use Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

SUMMARY

Code Amendments are a routine process that help address changing environments and trends and ensure that regulatory standards match City goals. In the process of applying code, staff has discovered several sections that could benefit from clarification and amendment including Accessory Dwelling Unit standards, Design Standards, and definitions for lodging uses.

Staff has prepared a draft text amendment for consideration by P&Z and City Council. Each category item is discussed in further detail in the following pages.

PROPOSED AMENDMENTS

Accessory Dwelling Units

Accessory Dwelling Units were adopted as an allowed use in 1998 in residential zone districts to provide affordable rental housing within the current infrastructure. The code requirements have been amended several times since then to clarify intent as well as make changes to review and process. Frequently

applications have difficulty meeting specific regulation standards including the recent landscaping code amendments adopted in 2022.

Currently, Accessory Dwellings Unit additions that are 25% or more than the primary dwelling square footage trigger compliance with Section 070.040.050 Landscaping, Screening, and Fencing, often requiring the entire property to come into compliance. This is proving cost prohibitive and challenging. Staff proposes to clarify that only those components proposed by the project need to meet these standards and shall not force total lot compliance.

One of the City's goals is to increase ADU production. Staff finds that this small clarification can help these small projects meet the intent of the regulation without being overly burdensome in requiring large property wide landscape changes.

Proposed amendment. Double underline indicates new language, and ~~strikethrough~~ indicates deleted language.

(2) *Exemptions.*

- a. Single- and two-family residential uses shall be exempt from this section, except Subsection 070.040.050(c)(3) Water Efficient Landscape Standards, 070.040.050(d), Streetscape Requirements, Subsection 070.040.050(f)(2), Fence Standards, and Subsection 070.040.050(f)(3), Retaining Wall Standards.
- b. Mixed-use or nonresidential uses on a lot that is less than five thousand (5,000) square feet shall be exempt from this Section.
- c. Expansion of existing structures or uses by less than twenty-five (25) percent gross floor area shall be exempt from this Section provided that any existing compliant landscaping remains unaltered.
- d. Accessory dwelling units.
 - i. Interior conversion ADU's shall be exempt from Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.
 - ii. Detached or Expansion ADU's. Any new or revegetated landscaping proposed shall comply with Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.

Design Standards

The Planning and Zoning Commission (P&Z) held a discussion regarding design standards in September of 2024. Topic areas included building materials and colors. Staff is proposing to allow white and off-white as an allowed building color, and allow the use of Stucco in certain areas of the City.

STUCCO

Code does not allow stucco or EIFS as an allowed exterior material citywide for residential buildings according to Section 070.040.080. Recently, there has been an increase in interest in using stucco as an exterior material. Stucco has some advantages in that it is an easier application compared to traditional siding. Staff referred a possible code change to Historic Preservation Commission. HPC's recommendation is to prohibit stucco for use as a primary material for residential projects or new additions within the Downtown Core but allow it elsewhere within the City.

This would be accompanied by a code change to allow stucco as an allowed building material. The intent of these changes is to balance the demand for stucco by individual property owners with the concerns, both aesthetic and material, regarding use of stucco as a building material.

Staff recommends amending Section 070.040.080 Residential Design Standards to allow stucco as a primary building material but prohibit it from use for new projects and additions within the Downtown Core.

Accessory Dwelling Units are exempt from Section 070.040.080 so this would not prohibit someone from building a stucco accessory dwelling unit in the Downtown Core.

Section 070.040.080(e)(6) Building Materials

(6) Building Materials.

- a. *Primary Materials.*
 - 1. Primary building materials shall be selected for their ability to withstand Glenwood Springs' variable mountain climate. Materials with demonstrated durability include, but are not limited to:
 - i. Brick;
 - ii. Stone;
 - iii. Cementitious siding products;
 - iv. Wood and log construction;
 - v. Cast concrete;
 - vi. Stucco; or
 - vii. Other comparable materials as approved by the Director.
 - 2. Exterior Insulation and Finish Systems (EIFS) shall not be utilized in high-traffic areas, such as at primary building entrances, where it may be easily damaged.
- b. *Accent Materials.* The creative use of accent building materials to provide variety and visual interest is encouraged.

SECTION 070.040.080(e)(10)(d) Building Materials

- d. *Building Materials.*
 - 1. Exterior wall finishes for new buildings shall utilize building materials similar in scale, texture, and finish to those found on historic homes within the Downtown Core. New materials of similar scale, texture, and finish are also appropriate.
 - 2. Horizontal clapboard siding or brick is appropriate for use in residential infill projects.
 - 3. The use of decorative shingles shall be limited to use on dormers or in gables.
 - 4. Stucco or Exterior Insulation and Finish Systems (EIFS) shall be prohibited for use as a primary material for residential project or new additions within the Downtown Core.

PAINT COLOR

Code does not allow white or off-white colors to be used for residential structures within the Downtown Core. Effectively, Code prohibits single family uses from using white or off-white in the Downtown Core because there is a separate design requirement for multi-family buildings to be earth toned. At their September 30th meeting, Historic Preservation Commission discussed this requirement and voted in favor to recommend removing this restriction on basis that white and off-white are both paint colors which were used historically. Staff finds that since the use of white and off-white for multi-family buildings is regulated elsewhere in Code that the prohibition of use of white and off-white in the Downtown Core is onerous on single family residences and does not have historical basis.

Staff recommends amending Section 070.040.080 Residential Design Standards to allow white and off-white building colors in the Downtown Core. This change would allow single family residences to use white and off-white. Multifamily dwellings would still have to select earth tones.

Section 070.040.080(e)(10) Color

- e. Color.
 - 1. ~~White, off-white~~, Fluorescent, metallic, or other high-intensity colors are prohibited.
 - 2. The use of bright or highly reflective metal finishes shall be limited to accent materials.

Hotel Definition

Proposed amendment. Double underline indicates new language, and ~~strikethrough~~ indicates deleted language.

d. *Hotel, Motel, Hostel, or Lodge*. A building or group of buildings where transient lodging is offered in bedrooms, sleeping rooms, and dwelling units. The building or buildings must include an on-site check in lobby serving as a guest reception, waiting, and gathering area. The building or buildings may include accessory facilities such as parking, restaurants, meeting rooms, on-site check in lobbies, recreation areas or similar facilities commonly associated with lodging. The term hotel/motel does not include Bed and Breakfast, Short-Term Rental or an Accessory Tourist Rental.

Errata Changes

Code designates the City Engineer as the Traffic Engineer. The City has separate city and traffic engineers now, Ryan Gordon and Lee Barger respectively.

supportive

Recommendation:

Modify 030.010.020 to remove the City Engineer/Traffic Engineer similitude.

Section 030.010.020 – Administrative Departments

(d) Engineering. Engineering shall be conducted under the direction of the City Engineer and shall include all operations necessary to maintain and improve the City's infrastructure, transportation services, and any other services as deemed necessary by the City Manager. ~~The City Engineer shall also serve as the Traffic Engineer.~~

Review Criteria and Analysis

A Code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning Commission and City Council shall consider whether and to what extent the proposed amendment meets the following criteria. Staff analysis is in bold.

- I. Is consistent with the Comprehensive Plan and other City policies;
The proposed amendment upholds the goals of the Comprehensive plans and other City policies the Recreation Economy for Rural Communities (RERC) Action Plan, and the Strategic Housing Plan.

- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
The proposed changes do not conflict with other sections of the Municipal code and in some cases help to clarify inconsistencies between the new landscape code and nonconforming requirements for ADU projects.
- III. Is necessary to address a demonstrated community need;
These changes address challenges with implementation of the Code on behalf of staff and the community. Staff has proposed changes that meet the intent of the Code.
- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
New landscaping code was adopted in 2022. Design components have illustrated trends over the last 7 years since the Development Code was updated that the color and material restrictions mentioned may no longer be as important as once considered. Inquiries with the Community Development department indicate this trend to continue.
- V. Is consistent with the general purpose and intent of this Code.
The proposed amendment is in line with the purpose and intent of the Code.

ACTION ALTERNATIVES

Regarding the amendments, the Planning and Zoning Commission may take one of the following actions:

1. Recommend approval of some or all of the amendments;
2. Recommend denial of some or all of the amendments; or,
3. Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

STAFF RECOMMENDATION AND FINDINGS

Action 1:

Consideration of a code text amendments to Municipal Code Title 070 to amend the standards for Accessory Dwelling Units, Design Standards, and definitions.

Staff recommends approval of amendments as listed on page 2 of this report.

Suggested Findings

The proposed code amendment:

- I. Is consistent with the Comprehensive Plan and other City policies;
- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Is necessary to address a demonstrated community need;
- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
- V. Is consistent with the general purpose and intent of this Code.

Alternative Motion

Motion to Deny:

I move to recommend denial of the Code Amendments **(specify if all, or specific amendments)** with the following findings:

If the Planning and Zoning Commission does not believe the application meets the Code's minimum standards, your denial motion should be based on one or more of the same approval criteria applicable to the application. You should support your findings with information outlying the shortcomings of the request as shown in the example below.

Suggested Findings

The proposed code amendment:

- I. Is **NOT** consistent with the Comprehensive Plan and other City policies **(insert your reasoning with specific policy/plan excerpts);**
- II. **Does** conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code**(insert your reasoning with specific code sections that conflict);**
- III. Is **NOT** necessary to address a demonstrated community need **(insert your reasoning);**
- IV. Is **NOT** necessary to respond to substantial changes in conditions and/or policy **(insert your reasoning);** and
- V. Is **NOT** consistent with the general purpose and intent of this Code **(insert your reasoning with specific purpose/intent of code section).**

MINUTES
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
May 27, 2025
Council Chambers, First Floor
101 W. 8TH STREET 6:00 PM

1. Roll Call

Present: Commissioners: John Houghton, Gregory Cowan, Connie Geiman, Peter Waller, Amy Connerton, Majorie Lear, Patrick Corcoran

Also Present: Community Development Director Hannah Klausman, Senior Planner Emery Ellingson, , City Attorney Karl Hanlon.

Actions: Commissioner Connerton made a motion to seat Alternate Commissioner Lear and Alternate Commissioner Corcoran, motion seconded by Commissioner Cowan. Voice vote taken; motion passed unanimously.

2. Conflicts of Interest

There were no conflicts of interest.

3. Receipt of Minutes

April 22, 2025 Planning and Zoning Commission minutes

Review of April minutes postponed to June meeting.

4. Comments from citizens for items not appearing on the agenda

No public comment was offered.

5. New Items

b. Planning File 13-25, Code Amendments to Title 070 Related to Accessory Dwelling Units and Design Standards

Community Development Director Hannah Klausman presented the proposed Code Amendments to Title 070 with staff analysis of the required approval criteria and recommended findings from Staff. The Commission decided to discuss and vote on each code amendment as a separate item for clarity.

Landscaping applicability for Accessory Dwelling Units

Commissioner questions:

The interior makes perfect sense. But the detached exemption, is there a middle ground to achieve some of landscaping requirements especially in light of the City's programs to buy back turf?

Interior conversion ADU's being exempt from landscaping requirements.

Commissioner Connerton motioned to accessory dwelling unit exemptions from landscaping requirements. Seconded by Commissioner Cowan.

Discussion:

Comments that conserving water is an important goal for the City, and perhaps there is a certain percentage of the landscaping should come up to code. Currently it requires 100% of landscaping to come to code and the proposal is to reduce that to 0%, so maybe there is a lower percentage that is above 0%.

Comments that the cost added to build a small ADU for irrigation or established landscaping is cost prohibitive.

Question on interior conversions and whether there are efficiency requirements for fixtures.

Answer: There are limitation for water flow on appliances.

Updating irrigation to code would possibly provide cost savings in the long run.

Comment that any disturbed landscaping does need to come up to code which provides at least no additional non-conforming landscape.

Motion passes with a vote of 6-1, with Commissioner Geiman voting against.

Stucco as a primary building material

Questions from Commissioners:

Have architects for commercial developments pushed back on not being allowed Stucco?

Staff response: Stucco is an allowed material for commercial buildings. It is only a prohibited for residential builds.

Comment that if it is okay for commercial buildings, which receive more abuse, then prohibiting it from primary building entrances on residential development seems unnecessary.

Suggestion that Include Stucco AND EIFS as primary material.

Strike number 2 that prohibits EIFS in high traffic primary building entrances.

Is currently existing STUCCO in the downtown core allowed to keep their Stucco.

Yes, it can be maintained as Stucco, however if a new addition was added, it would not be allowed to be primarily stucco.

Comments that Stucco is likely a more affordable building option and preventing it from being used is a challenge to

Commissioner Cowan motioned to approve the addition of Stucco and EIFS as a primary building material and striking a.2 prohibiting EIFS being used in high traffic areas.

Seconded by Commissioner Houghton.

Motion passes unanimously, 7-0.

Paint Color

No Commissioner questions.

Commissioner Connerton motioned to approve the allowance of white and off-white as paint colors in the downtown core. Seconded by Commissioner Cowan.

Motion passes unanimously, 7-0.

Hotel Definition

Staff explains the difference between vacation rentals and hotel uses and that current definitions do not provide adequate direction for staff.

Commissioner questions:

Commissioner Houghton pointed out an error in the staff report for clarification, that currently an on-site lobby is NOT a requirement.

Commissioners went over definitions for Bed and Breakfast, and other lodging uses.

Commissioner Connerton motioned to approve the amended language for hotel definitions. Seconded by Commissioner Cowan.

Motion passes unanimously, 7-0.

Errata Changes

Commissioner Connerton motioned to approve the amended language for hotel definitions. Seconded by Commissioner Cowan.

Motion passes unanimously, 7-0.

Discussion on sidewalks and ADU's

Director Klausman explained that an additional topic up for discussion is the applicability of requiring sidewalks when ADU's are developed. Currently Accessory Dwelling Units that are over 500 square feet trigger the requirement to put in sidewalks. Applicants have the ability to pay a fee in-lieu at the cost of \$60 a linear foot. There are also a list of substandard width streets that Engineering has determined are not appropriate for sidewalks.

Staff explained the challenge between the goals of completing important sidewalk infrastructure to serve the community versus affordability of an ADU project.

Questions and Comments from Commissioners:

Question on what the threshold for interior remodels is that requires sidewalks?

Staff explained it is additions that are over 500 square feet, or changes in elevations consisting of more than 50% of the elevation.

How long does the sidewalk need to be?

Staff response: The entire length of a property that abuts a street. Additionally, corner lots sometimes have two street fronts to provide a sidewalk for. Staff further explained that the Engineering Department has a list of substandard ROW width streets that are not subject to providing sidewalks.

Comment that Single Family remodels or tear downs probably don't occur that often. If there is a street that has no sidewalk and it is single family residential, seems a bit different than if a commercial development comes in.

Question on why the current threshold of 500 square feet was set as it was and whether the threshold needs updating. Perhaps there is another threshold that is more logical to use such as contiguity.

Staff mentioned that there are other requirements in Code related to proximity that could possibly make sense for sidewalks.

Questions on whether the City will initiate building sidewalks in some of these areas.

Staff response: Public Works has a list of identified capital projects that include sidewalks. One example is the Blake Avenue project that included sidewalks, and the sidewalk placed between the Rec Center and the Meadows.

Question on who maintains the sidewalk once it is built.

Staff response: Developers are required to construct the sidewalk then accepted by the City as a public improvement and the City maintains it and owns it going forward.

Comment that perhaps there is a dollar amount spent on a remodel or ADU addition that could be the threshold.

070.040.050 Landscaping, Screening, and Fencing.

- (a) *Purpose.* The purpose of this Section is to ensure that landscaping, screening, and fencing is provided to:
- (1) Protect and enhance the visual appeal of Glenwood Springs;
 - (2) Contribute to high-quality development;
 - (3) Improve air quality;
 - (4) Buffer potentially incompatible neighboring land uses;
 - (5) Mitigate the environmental and visual impacts of surface parking areas; and
 - (6) *Protect residential and commercial property values.*
 - (7) Extend water supply and water infrastructure by enhancing efficiency and eliminating outdoor water waste.
- (b) *Applicability.*
- (1) *New Development and Redevelopment.* These standards shall apply to all new development or redevelopment unless otherwise exempted by Paragraph (2).
 - (2) *Exemptions.*
 - a. Single- and two-family residential uses shall be exempt from this section, except Subsection 070.040.050(c)(3) Water Efficient Landscape Standards, 070.040.050(d), Streetscape Requirements, Subsection 070.040.050(f)(2), Fence Standards, and Subsection 070.040.050(f)(3), Retaining Wall Standards.
 - b. Mixed-use or nonresidential uses on a lot that is less than five thousand (5,000) square feet shall be exempt from this Section.
 - c. Expansion of existing structures or uses by less than twenty-five (25) percent gross floor area shall be exempt from this Section provided that any existing compliant landscaping remains unaltered.
 - d. Accessory dwelling units.
 - i. Interior conversion ADU's shall be exempt from Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.
 - ii. Detached or Expansion ADU's. Any new or revegetated landscaping proposed shall comply with Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.
- (c) *General Landscaping Standards.*
- (1) *Minimum Landscaped Site Area.*
 - a. The minimum percentage of site area required to be landscaped is established for each zoning district in Section 070.020.020, Summary of Dimensional Standards.
 - b. Except for areas with native vegetation cover, any part of a site not used for building coverage, parking areas, driveways, sidewalks, or other site improvements shall be landscaped.
 - (2) *Type and Amount of Plant Material.*
 - a. Trees and other plant material shall be provided according to Table 040.5: Minimum Plant Material and Standards.

- b. Existing landscaping may be used to satisfy the landscaping requirements, except that preservation of existing trees shall comply with Subsection 070.040.050(c)(4).
- c. Artificial trees, shrubs, turf, or plants shall not be used to satisfy any of the requirements of this Section.
- d. Where fractional number results, the number of trees, shrubs, or perennials shall be rounded to the next highest whole number.

Table 040.5: Minimum Plant Material and Standards		
Plant Material	Minimum Amount	Species and Size Standards
Trees	One tree per 400 square feet of site area required to be landscaped in addition to those required for parking areas	Deciduous: minimum caliper 2.5 inches (understory ornamental trees may be two-inch caliper)
		Evergreen: (a) minimum height of six feet; (b) shall not exceed 50 percent of total required trees; (c) if provided, ten percent of evergreen trees shall have a minimum height of ten feet.
		Shrub substitution: Up to 50 percent of required trees may be substituted with shrubs (above required amount) at a rate of ten shrubs = one tree. All such shrubs shall comply with the standards in this table.
Shrubs	One shrub per 100 square feet of site area required to be landscaped in addition to those required for parking areas	(a) at least 20 percent of required shrubs shall be an evergreen species; (b) shall be a minimum of five gallons in size and shall grow to a minimum height of one foot at maturity; (c) if used for screening requirements in Subsection 070.040.050(f), shall grow to a minimum height of four feet at maturity.
Perennials	One perennial per 50 square feet of site area required to be landscaped	(a) shall be a minimum of one gallon in size; (b) shrubs (above required amount) may be substituted for perennials at a rate of one shrub = five perennials.

- (3) *Water Efficient Landscape Standards:* The following standards shall apply to all required landscape areas:

a. Soil Amendment.

- i. Soil amendments for turf, shrubs, perennials and annuals shall be sandy loam to a depth of 6" containing at least five (5) percent organic matter by volume.
- ii. Soil amendments for trees shall be sandy loam to a depth of thirty-six (36) inches containing one to three (1-3) percent organic matter by volume. In locations with existing good soils, soil shall be turned three times the dimension of the root ball.

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b. Mulch. Mulch shall be applied at a minimum depth of 4 inches with modifications as appropriate for installed plant material. Mulch shall be renewed as needed. Mulch material may be organic material including, but not limited to: wood, bark nuggets, nut shells, grass clippings, straw, compost and chopped leaves; or inorganic material including gravel, stone, pea gravel, pebbles.

c. Plant Selection and Grouping. Plant materials shall be selected for water efficiency, drought tolerance, use of native species and their relationship to the Glenwood Springs regional ecology as well as geologic and topographical conditions.

- i. Plants shall be selected from **<Appendix, Manual, or list>**
- ii. Hydrozones required. Plants shall be grouped together by soil suitability and by water use in distinct hydrozones (very low, low, moderate and high) to increase irrigation efficiency. Plants from the same water use zone shall be grouped together on the same irrigation zones. Water use zones shall be consistent with the Waterwise Plant List as shown in **<Appendix, Manual, or list>**.
- iii. The landscape design shall promote and preserve native species and natural areas . Native species shall account for seventy-five (75) percent of provided plants and these must be drought tolerant species.

c. The total amount of high-water use zones on a property shall not exceed fifty percent of the total landscaped area. Turf grass areas designated and approved as functional turf shall be excluded from the total landscaped area under this requirement. Trees in tree grates shall also be excluded from the total landscaped area under this requirement.

d. The use of high irrigation plantings shall be limited to high use areas with high visibility or functional needs;

e. Plants from a high-water use zone shall not be planted on slopes or berms at a 4:1 slope or greater.

f. Turf.

- i. Very high- and high-water use turf grass is prohibited.

g. The developer of a property may submit an application to the Director requesting consideration for a waiver for functional turf that is very-high or high-water use turf grass that provides a recreational benefit to the community and meets the functional turf definition. Waiver applications must demonstrate that the turf substantially complies with the functional turf definition as indicated by:

- i. Activity type
- ii. Activity-appropriate dimensions
- iii. Number of persons served and frequency of use
- iv. Location in proximity to similar turf areas
- v. Public access and proximity to roadways
- vi. Presence of facilities and/or other recreational amenities Irrigation efficiency

(4) Location of Required Plant Material.

- a. Required trees, shrubs, and perennials shall be planted in required setbacks, parking areas, and along building foundations.
- b. When planted in required setback areas or along building foundations, trees may be either uniformly spaced or placed in irregular groupings.

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- c. Landscaping or other obstructions within a sight distance triangle shall comply with the height restrictions in Subsection 070.020.190(c)(5), Sight Distance Triangle Requirement.
- d. Trees shall be planted at least four (4) feet away from overhanging vehicles. (Figure 040-3)

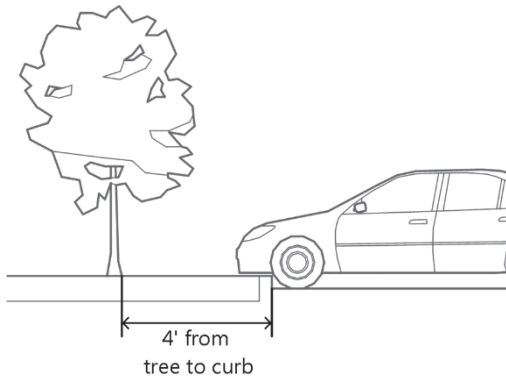


Figure 040-3: Vehicle Overhang

(5) *Credits for Tree Preservation.*

a. *Amount of Tree Preservation Credit.*

1. The number of trees preserved can be credited toward the total number of trees required for the development to meet the landscaping requirements of this Section. Credit shall be applied on a one-for-one basis, unless the Director approves an alternate ratio to encourage tree preservation.
2. The Director shall determine whether or not credit shall be granted for existing trees.
3. Tree species that are not acceptable to receive credit under this standard include, but are not exclusive of Siberian and Chinese Elm, Russian Olive, Tamarisk, and other species that are listed on the Garfield County Vegetation Management Department's most current noxious weed list.

b. *Procedure for Evaluating Existing Trees.*

1. Existing trees intended for preservation shall be evaluated by a licensed arborist prior to submitting an application for development, or prior to issuance of a grading or building permit. The arborist's written evaluation shall include an assessment of the likelihood of the survivability of the trees based on proximity to any grading activity on the site and recommendations for tree preservation during grading and construction activities.
2. Based on the licensed arborist's evaluation, the development may receive credit for existing trees provided that all of the following criteria are met:
 - i. The trees are each a minimum of four-inch caliper in size;
 - ii. Any grading, digging, and/or site preparation activities shall not be permitted within the drip line (Figure 040-4) of the trees intended for preservation; and

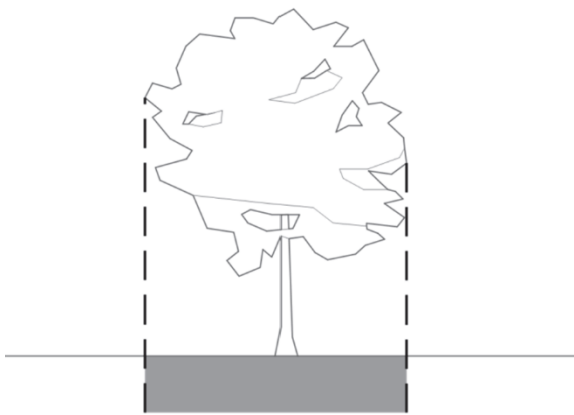


Figure 040-4: Drip Line

iii. Trees intended for preservation shall be shown on the landscape plan with caliper size and drip line noted.

(d) Streetscape Requirements.

(1) Minimum Streetscape Elements. Streetscape elements shall be provided according to Table 040.6: Minimum Streetscape Requirements.

Table 040.6: Minimum Streetscape Requirements				
	Minimum Amount (Residential)	Minimum Amount (In the Downtown Core)	Minimum Amount (Other Mixed-Use and Nonresidential)	Other Standards
Street Trees	One tree per 75 feet street frontage	Residential: one tree per 35 feet street frontage; Mixed-Use: one tree per 50 feet street frontage	One tree per 50 feet street frontage	(a) trees shall meet City specifications pursuant to Article 090.040, Streets and Sidewalks; (b) evergreen trees are prohibited as street trees in the planting strip; (c) where overhead utility lines are present, select a variety of tree that, at

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				maturity, grows no higher than the lowest utility line; (d) trees shall be spaced 30 feet apart on center unless alternative spacing is approved by the Director.
Planting Strip	Minimum five feet in width (from back edge of curb)	Minimum five feet in width (from back edge of curb); however, the Director may waive this requirement based on existing conditions along the block face provided landscape elements are used to define the edge of the property in the absence of a planting strip.	Minimum five feet in width (from back edge of curb)	(a) shall include a combination (at least two) of the following: trees, shrubs, grasses, native plants, drought-tolerant or low-water plants, perennials, annuals, or turf; (b) in the Downtown Core, grasses or turf may only be used for residential or mixed-use development; (c) up to 40 percent of the planting strip may be hard surfaced with concrete, brick, composite pavers, stone, or rock-type mulch.
Amenities	None	Per Director discretion based on the needs for a particular block	None	Amenities shall be designed and installed pursuant to the streetscape manual.

Commented [HK1]: Consider if turf is appropriate in planting strips as they usually are purely decorative and do not serve a recreation component. In addition the five foot width strip is a small enough area to make traditional sprinkler irrigation inefficient due to proximity to pavement and size. If allowed at all, should meet the drip/sub ground irrigation requirement

(2) *Location of Street Trees.*

- a. Unless otherwise permitted in this Section, street trees shall be located within the designated planting strip.

- b. Where no planting strip is present or where utilities prevent trees from being planted in the designated planting strip, trees may be planted on the development parcel, in an area ranging from three (3) to seven (7) feet behind the property line nearest to the public right-of-way.

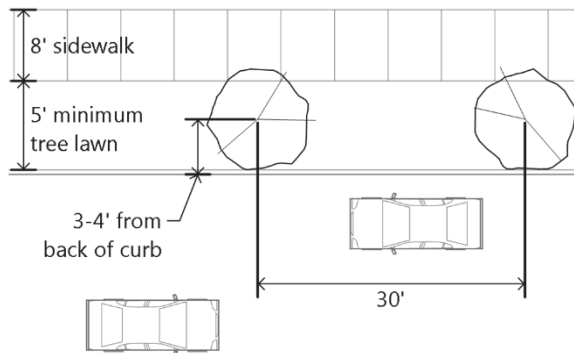


Figure 040-5: Location of Street Trees

- (e) *Parking Area Landscaping.* See Subsection 070.040.060(h)(6), Parking Area Landscaping.
- (f) *Screening, Fences, and Walls.*
- (1) *Screening Standards.*
- a. *Credits Toward Required Landscaping.* Any landscaping provided to meet screening standards will be credited towards the overall landscaping requirements enumerated in this Section.
 - b. *Screening Loading and Outdoor Storage Areas.* Loading and outdoor storage areas shall be screened from view of public rights-of-way and from adjacent residential land uses or districts using any one (1) or a combination of fences, walls, berms, or landscaping that is at least six (6) feet in height and provides a permanent, opaque, year-round screen.
 - c. *Screening Refuse Containers.*
 1. *Enclosures Required.* Refuse containers shall be located within an enclosure.
 2. *Location.* Refuse container enclosures shall be located at the rear of the property to the extent practicable and shall be sited to allow for easy vehicular access such that access does not require backing movements onto public rights-of-way, with the exception of alleys.
 3. *Design and Materials.* Refuse container enclosures shall be of sufficient height to screen containers, but shall not exceed six (6) feet in height unless screening a refuse container taller than six (6) feet. Such enclosures shall be visually compatible with materials used on the primary building. In no case shall enclosures consist of chain link or corrugated metal. Refuse containers shall comply with the provisions set forth in Article 100.010.060 of the Municipal Code. (Figure 040-6)

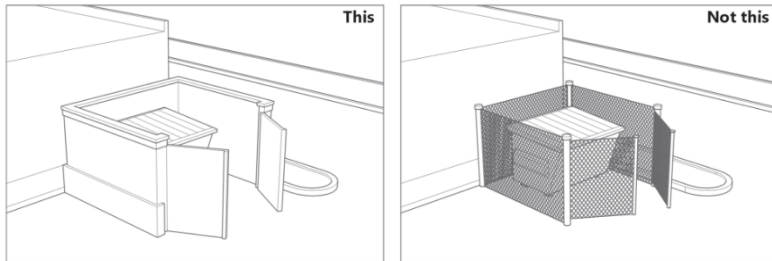


Figure 040-6: Refuse Container Enclosures

4. *Landscaping.* Landscaping shall be used to soften the appearance of the enclosure where such enclosure is located within a side yard or can be viewed from public rights-of-way.
- d. *Screening Mechanical and Utility Equipment.* All mechanical and utility equipment including but not limited to air-conditioning, heating and soft water tanks, television antennas, satellite dishes, security apparatus, transformers, and electric and gas meters shall be integrated into the building design, screened from public view or enclosed in a suitable accessory structure, pursuant to the following standards:
 1. *Location.*
 - i. Ground-mounted mechanical and utility equipment shall be located outside of sight distance triangles in order to avoid obscuring vision at intersections.
 - ii. To the extent practicable, ground mounted mechanical and utility equipment shall be located out of view of public rights-of-way, customer entrances, and other public areas.
 2. *Design.*
 - i. *Materials.* Materials used for screening purposes shall be wood or masonry. The use of split face concrete block is prohibited unless otherwise approved by the Director through the alternative compliance procedure.
 - ii. *Ground-Mounted Equipment.* Ground-mounted mechanical and utility equipment located within view of customer entrances or public rights-of-way shall be integrated into the overall site design, the architectural design of the building, and screened from public view using one (1) or a combination of the following: (Figure 040-7)
 - a. Decorative wall, fence, or enclosure that is constructed of materials that are compatible with the overall architectural design of the development and of a height that is not less than the height of the equipment to be screened; or
 - b. Landscaping that is of sufficient height at maturity and of opacity to effectively soften and screen the equipment, and that is integrated into the overall landscaping plan.

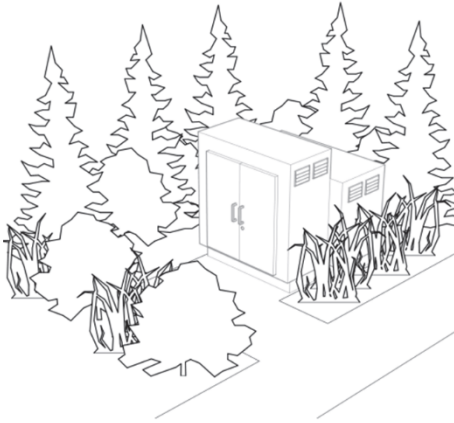


Figure 040-7: Screening Ground-Mounted Equipment

- iii. Fire Hydrants.
 - a. Ensure that plants and other screening mechanisms do not block access to a fire hydrant.
 - b. Setbacks shall be maintained to each side of all fire hydrants as required in the Engineering Standards.
- iv. Roof-Mounted Equipment.
 - a. Roof-mounted equipment shall be an integral part of the building's overall architectural design and shall be screened from view to the extent practicable from public rights-of-way, residential land uses, public parking areas, and/or adjacent properties using parapet walls or other means of screening. When reviewing the type and amount of screening, the Director shall consider the following:
 - 1. The proximity of the development to surrounding residential land uses and the visual impact that roof-mounted equipment may have upon those surrounding residential land uses.
 - 2. The number and size of roof-mounted equipment. The greater the number and/or size, the more screening may be warranted.
 - b. Roof-mounted equipment shall be neutral earth toned colors that have a matte finish and that are compatible with the primary building façade. In no case shall rooftop mechanical equipment be galvanized, shiny, white, off-white, or other light colors that can be observed from a distance.

(2) *Fence Standards.*

- a. *Location and Design.*

-
1. Fences other than those used for screening pursuant to Subsection 070.040.050(f)(1), and that are constructed within the front yard setback, along corner side lot lines, or are adjacent to a public right-of-way, shall be at least sixty (60) percent transparent.
 2. Fences located in a required front yard setback shall be no more than four (4) feet in height.
 3. Fences located in a required side or rear yard setback shall be no more than six (6) feet in height.
 4. Fences shall conform to maximum height requirements when located within a sight distance triangle, as defined in Subsection 070.020.190(c)(5), Sight Distance Triangle Requirement.
- b. *Fencing Materials.*
1. Fencing material shall be compatible with the overall site design, the primary building, and landscaping. Acceptable materials include but are not exclusive of the following:
 - i. Natural stone;
 - ii. Brick;
 - iii. Stucco;
 - iv. Wood;
 - v. Decorative concrete block;
 - vi. Metal, as in wrought iron;
 - vii. Wooden picket fences for residential applications provided the pickets or vertical slats are not more than four (4) inches apart on center; and
 - viii. Chain link provided that the chain link is vinyl coated green, brown, or black, used in conjunction with tightly spaced plant material that provides a dense screen between the fence and the adjacent public right-of-way, and is not otherwise prohibited below.
 2. The following fencing materials are prohibited:
 - i. Except in the I1 and I2 zoning districts, chain link fencing when located in the front yard or in a side yard that is adjacent to and visible from a public right-of-way;
 - ii. Corrugated or ribbed metal;
 - iii. Corrugated plastic;
 - iv. Plastic and vinyl; and
 - v. Barbed wire.
- c. *Fencing Color.*
1. Fencing shall be low reflective, and earth-toned in color.
 2. Fences constructed of metal, wrought iron, or similar material may be black.
 3. Galvanized, shiny, white, off-white, or other light colors that can be observed from a distance are prohibited except that white or off-white wooden picket fences shall be permitted for residential applications.

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(3) *Retaining Wall Standards.*

a. *Location and Design.*

1. Retaining walls shall be designed in accordance with applicable building codes, Engineering Standards, and applicable standards in Section 070.040.020, Sensitive Area Protection.
2. Retaining walls shall not exceed six (6) feet in height, as measured from natural grade to the top of the wall, except for the exceptions to accommodate varying slopes as provided in Subsection 070.040.020(b)(4)g., Retaining Walls and Fencing, or when terracing is provided pursuant to Subsection 070.040.050(f)(3)b., Terracing Required.
3. Retaining walls that are over four (4) feet in height shall be designed by a State of Colorado licensed structural engineer.
4. Retaining walls that are over thirty (30) feet in length shall incorporate the following elements to minimize the overall mass of the wall:
 - i. Recessions and/or projections that have a minimum wall plane change of twenty-four (24) inches and have the effect of casting shadows. (Figure 040-8)

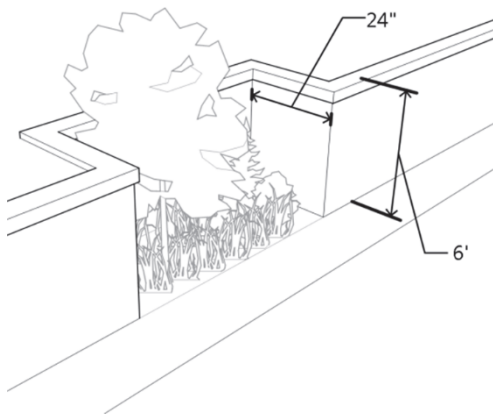


Figure 040-8: Retaining Wall Design

- ii. Landscaping at a minimum shall include trees, shrubs, ornamental grasses and/or and perennials and be of sufficient quantity to add visual interest and to minimize the impact of the structure as viewed from neighboring properties or the public right-of-way. The Director may approve alternative designs to soften retaining walls to reduce the amount of water behind such walls provided the intent of this Section is met. Alternative designs shall be processed according to Subsection 070.040.050(g)(2).
5. Retaining walls shall be designed such that the structure conforms to the existing natural terrain.
6. Retaining walls shall conform to maximum height requirements when located within a sight distance triangle.

- b. *Terracing Required.* The Director may allow retaining walls that exceed six (6) feet in height if they are terraced to minimize visual impacts on residents, neighboring properties, and the public realm by: (Figure 040-9)

1. Limiting terracing to three (3) tiers;
2. Providing a minimum terrace width of four (4) feet between any two (2) six-foot retaining walls with a maximum slope of 3:1 to create pockets for landscaping. The Director may approve reduced terrace depths where site constraints limit the amount of space available to accommodate the minimum required width;
3. Access points, such as stairs, shall be incorporated into the retaining wall for the purposes of maintaining landscaping; and
4. Permanently landscaping or re-vegetating terraces created between retaining walls to screen walls and provide visual interest unless soil conditions are determined by a licensed engineer to be unsuitable due to geologic hazards.

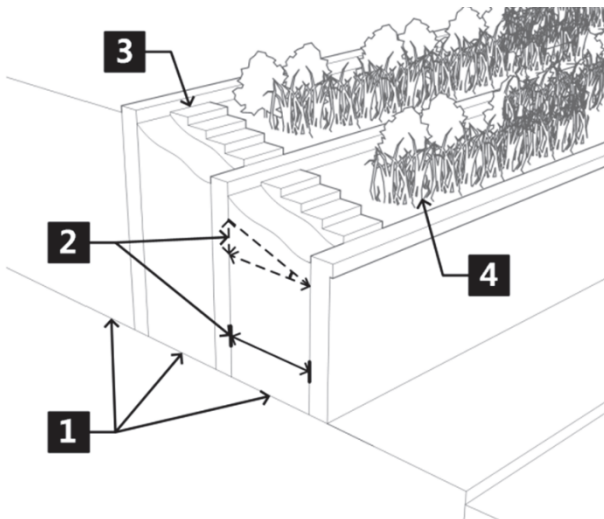


Figure 040-9: Retaining Wall Terracing

Annotations correspond with paragraph numbers in the preceding text.

- c. *Materials and Color.*
1. Retaining walls shall be compatible with the overall site design, the primary building, and landscaping and shall coordinate with rock formations or exposed soil from surrounding hillsides.
 2. Retaining walls shall be constructed of the following materials:
 - i. Natural stone;
 - ii. Concrete keystone blocks with integral earth-toned color; or

-
- iii. Another material that meets the intent of this standard as determined by the Director.
 - 3. When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and timber is prohibited.
 - d. *Landscape Buffer as an Alternative.*
 - 1. Where terracing or other mitigation measures are not feasible due to site size or other constraints, a densely landscaped buffer shall be provided as an alternative on the downhill side of the wall.
 - 2. Appropriate spacing of vegetation and landscaping shall be determined by the Director, dependent upon the species selected; however, spacing shall be such that trees will form a dense screen within five (5) years of planting.
 - 3. The Director may approve alternative landscape buffer configurations and plantings where insufficient space exists to meet the above landscape buffer standards.
 - 4. The Director may waive the above standards for alternative landscape buffers if retaining walls will not be visible from neighboring sites, the interior of the proposed structure, and the primary street frontage; and the applicant can demonstrate that views of the retaining wall will be fully screened by the primary structure or a free-standing parking garage structure.
 - (g) *Landscaping Evaluation Procedure.*
 - (1) *Landscape Plan.*
 - a. All development shall provide a landscape plan demonstrating compliance with the standards in this Section provided in a form established by the Director.
 - b. Review and evaluation of the landscape plan shall be pursuant to the specific application procedure pursuant to Article 070.060: Administration and Procedures.
 - (2) *Alternative Compliance.*
 - a. For developments with severely hydrocompactive soils, especially those present around building foundations, the Director may approve landscaping and related irrigation design alternatives that meet the overall intent of this Section but that address the special characteristics of these soil types. The Director may require a statement from a licensed geotechnical engineer that specifically addresses the hydrocompactive soil issue as it relates to compliance with the requirements in this Subsection for the City to consider an alternative landscaping design.
 - b. For developments where other exceptional physical limitations of either existing building location or site dimensions result in impractical or impossible application of this Section, then the Director may approve landscaping, screening, fencing, and wall alternatives that meet the intent of this Section.
 - (h) *Installation and Maintenance.*
 - (1) *Timing of Installation.* The developer shall install all landscape improvements including operable irrigation systems prior to receiving a Certificate of Occupancy. This requirement may be modified by the Director if security is provided and the developer identifies an alternative timeframe for landscaping and/or irrigation system installation. The amount of security shall be based on itemized cost estimates of all landscaping and irrigation system improvements, as well as related labor costs. Itemizations shall be generated from a qualified landscape architect, irrigation system specialist, and/or a local or regional landscaping nursery or garden center.

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(2) *Irrigation System Design.*

- a. Irrigation systems shall be professionally designed by a landscape architect or irrigation specialist.
- b. When available, raw water shall be utilized for irrigation. Irrigation systems shall be designed to prevent water from spraying on impervious surfaces adjacent to landscape areas, shall utilize drip irrigation where appropriate to minimize run-off from sprinklers.
- c. A soil moisture sensing device or other irrigation management system shall be required for irrigation systems in turf areas.
- d. The landscape plan shall indicate the nature, location, and specifications of the irrigation system which shall be used. Separate irrigation circuits should be specified for different zones on the landscape plan. The landscape plan shall have sufficient detail to show that adequate irrigation will be provided to all required landscape areas and plant materials.
- e. The irrigation system shall be designed to correlate to the organization of plants into zones with similar watering requirements.
- f. Low-volume, drop, or subsurface irrigation systems shall be used in the following conditions:
 - i. In landscaped areas where any one dimension is less than six feet in width and surrounded by impervious surfaces.;
 - ii. IN all non-turf grass areas.

(3) *Maintenance.* The owner of the property and his/her successors, heirs, and assigns, are responsible for the proper maintenance of the landscaped area, screening, fencing, and parking lot subject to the approved landscape plan. All landscape and parking areas shall be maintained free of trash. Landscaping shall be continuously maintained, including all necessary watering, weeding, pruning, and pest control.

(4) *Protection of Existing Vegetation.*

- a. No existing live trees with a caliper size of fourteen (14) inches or greater may be removed without approval of the Director and Parks and Recreation Director.
- b. Planting strips or areas, walkways, fences, hedges, or walls shall be protected from vehicles and maintenance equipment by curbs, bollards, wheel stops, or other means.

(5) *Replacement of Dead or Diseased Plant Material.* Replacement of dead or diseased plant material shall be of equivalent species or material, as specified in the approved Landscape Plan. Replacement shall occur at the time of removal or, if necessary, the next planting season. In any event, replacement shall occur within one (1) year from the time of removal.

(6) *Maintenance of Trees in Public Right-of-Way.* Trees located within the public right-of-way or on public property shall be maintained in accordance with Section 090.050.030 of the Municipal Code.

(Ord. No. 19-2018 , § 2(Exh. A), 8-2-2018; Ord. No. 3-2019 , § 2(Exh. A), 1-31-2019; Ord. No. 15-2020 , § 2(Exh. A), 7-2-2020; Ord. No. 3-2021 , § 2(Exh. A), 5-20-2021)

Created: 2021-11-19 11:30:54 [EST]

(Supp. No. 23)

070.070.020 Definitions of Use Categories and Specific Use Types.

(a) *Residential Uses.*

...

(b) *Public, Institutional, and Civic Uses.*

...

(c) *Commercial Uses.*

...

(5) *Lodging Facilities.* Uses in this category include facilities where lodging, meals, and other services are provided to visitors and guests for a fee for a defined period of time. Accessory uses may include storage, cafeterias, limited retail, health and recreation facilities, and parking or other amenities. Uses in this category primarily include facilities where lodging, meals, and other services are provided to transient visitors and guests for a fee for a defined period of time less than thirty (30) days per instance. Transient lodging for any period of less than thirty (30) consecutive days shall pay accommodation tax.

- a. *Accessory Tourist Rental.* The rental for monetary compensation of not more than one (1) bedroom for transient lodging to guests in those residential dwelling units that contain a minimum of two (2) bedrooms and are owner-occupied or occupied by a resident manager.
- b. *Bed and Breakfast.* A detached single-family dwelling, that is owner-occupied or occupied by a resident manager, where individual bedrooms are offered as single accommodations to guests for transient lodging and which facility includes incidental eating and drinking service from a single kitchen serving only residents and guests and is not operated in the manner of a commercial restaurant, or as a facility for commercial activities such as for-profit private parties or receptions, retail sales or similar activities. Bed and breakfasts shall have a minimum of two (2) bedrooms available for lodging and one (1) bedroom available for the owner or manager residing on site.
- c. *Boarding House.* A building or portion of a building, other than a hotel, motel, or multifamily dwelling wherein non-transient lodging and/or meals are provided in bedrooms, sleeping units, or efficiency dwelling units, for six (6) or more persons for compensation. Such compensation may include money, services, or other things of value.
- d. *Hotel, Motel, Hostel, or Lodge.* A building or group of buildings where transient lodging is offered in bedrooms, sleeping rooms, and dwelling units. The building or buildings must include an on-site check in lobby serving as a guest reception, waiting, and gathering area. The building or buildings may include accessory facilities such as parking, restaurants, meeting rooms, ~~on-site check in lobbies~~, recreation areas or similar facilities commonly associated with lodging. The term hotel/motel does not include Bed and Breakfast, Short-Term Rental or an Accessory Tourist Rental.
- e. *Short-Term Rental.* The rental of an entire dwelling unit for monetary consideration for a period of time less than thirty (30) consecutive days, not including a bed and breakfast, residency unit, boarding or rooming house, or hotel, motel, hostel, or lodge. This definition does not include offering the use of one's property where no fee is charged or collected.
- f. *Extended-Stay Hotel.* Any structure consisting of one (1) or more buildings, with more than five (5) dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where

temporary residence is offered to persons for non-transient extended stays or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time. Extended-stay hotels must include individual kitchenette facilities.

...

(Ord. No. 19-2018, § 2(Exh. A), 8-2-2018; Ord. No. 15-2020, § 2(Exh. A), 7-2-2020; Ord. No. 27-2020, § 2(Exh. A), 11-19-2020; Ord. No. 3-2021, § 2(Exh. A), 5-20-2021; Ord. No. 18-2022, § 2(Exh. A), 7-21-2022; Ord. No. 15-2023, § 2(Exh. A), 10-5-2023; Ord. No. 13-2024, § 2(Exh. B), 7-18-2024)

030.010.020 Administrative departments.

- (a) *Departments established.* All departments of the City, save and except the City Attorney and Municipal Judge, shall be under the control and supervision of the City Manager. The administrative functions of the City shall be performed by the following departments:
- (b) *City Clerk.* The City Clerk shall have general supervision and control over the City's official records, shall keep the City seal and shall affix such to City documents, shall attest to the signatures of the Mayor and City Manager, shall conduct municipal elections in accordance with state statutes and local ordinances, shall keep a complete record of all proceedings of the City Council, and any other services as deemed necessary by the City Manager.
- (c) *Community Development.* Community Development shall be conducted under the direction of the Community Development Director and shall include the areas of planning and zoning, building inspections, and other community development services as deemed appropriate by the City Manager.
- (d) *Engineering.* Engineering shall be conducted under the direction of the City Engineer and shall include all operations necessary to maintain and improve the City's infrastructure, transportation services, and any other services as deemed necessary by the City Manager. ~~The City Engineer shall also serve as the Traffic Engineer.~~
- (e) *Financial Services.* Financial Services shall be conducted under the direction of the Director of Finance and shall include all duties set forth in Section 6.6(A) of the Charter, accounts receivable/payable, and other financial services as deemed necessary by the City Manager.
- (f) *Fire Department.* The Fire Department shall be conducted under the direction of the Fire Chief and shall include the areas of fire protection, ambulance services, disaster emergency services and other emergency services as deemed necessary by the City Manager.
- (g) *Human Resources.* The Director of Human Resources shall be responsible for the administration of all personnel and employment services of the City and for the maintenance of all City personnel records, and any other services as deemed necessary by the City Manager.
- (h) *Information Systems.* The Director of Information Systems shall have management oversight to ensure the continued integrity and availability of City systems and data, including Community Broadband Network, and any other services as deemed necessary by the City Manager.
- (i) *Parks and recreation.* Parks and Recreation shall be conducted under the direction of the Parks and Recreation Director and shall include the areas of parks, cemeteries, and recreation, and any other services as deemed necessary by the City Manager.
- (j) *Public Safety.* Public Safety shall be conducted under the direction of the Police Chief and shall include all police services of the City and other public safety operations as deemed necessary by the City Manager.
- (k) *Public Works and Utilities.* Public Works and Utilities shall be conducted under the direction of the Director of Public Works and shall include all operations of the utility systems owned by the City, all City field operations, special works activity team (SWAT), streets and alleys, mechanical services, and other public works and utilities functions as deemed necessary by the City Manager.
- (l) *No authority to contract for City.* Nothing in this section shall be construed to grant to the director of the department the authority to enter into any contract, written, oral or otherwise, without the authorization of the City Manager or City Council as provided in this Code and by the Charter.
- (m) *Responsibilities of directors of departments.* The director of a department shall be immediately responsible to the City Manager for the effective administration of the department and the activities assigned to the department. The City Manager may set aside any action taken by a director of a department and may

supersede the director in the functions of the director's office. All directors of a department shall keep themselves informed as to the latest practices in their particular field and shall inaugurate, with the approval of the City Manager, such new practices as appear to be of benefit to the service of the public.

- (n) *Reports.* Reports of the activities of each department shall be made to the City Manager at the end of each month. A summary of all such reports shall be made by the City Manager and submitted to the City Council. Each director of a department shall establish a system of records and reports in sufficient detail to furnish all information necessary for proper control of departmental activities and to form a basis for the monthly reports to the City Manager.
- (o) *Preservation of records.* Each director of a department shall be held responsible for the preservation of all public records under his/her jurisdiction and shall provide a system of filing and indexing the same. No public records, reports, correspondence or other data relative to the business of any department shall be destroyed or removed permanently from the files without the approval of the City Manager. All records and accounts of every office and department of the City shall be open to inspection by any citizen at all reasonable times and under reasonable regulations established by the City Manager, except such records and documents the disclosure of which would tend to defeat the lawful purpose which they are intended to accomplish, and except as provided in C.R.S. § 24-72-201 et seq., as amended.
- (p) *Inter-departmental coordination during emergencies.* In cases of emergency, it shall be the duty of every department, subject to such rules as the City Manager may prescribe, to furnish to any other department such service, labor and material as may be needed by the director of such department. Any labor or material which may be furnished by any department for any other department during such emergency shall be charged to the department and credited to the furnishing department, subject to applicable state law.

(Code 1962 §§ 7.2-2, 7.3-2—7.3-5; Code 1971 §§ 2-1.5, 2-2, 2-16—2-18; 40-87 § 1; 38-90 § 1; 8-91 § 1; 1-93 § 1; 26-99 §§ 1, 2; Ord. No. 38-2016, § 2(Exh. A), 1-5-2017)

070.040.080 Residential Site and Building Design.

...

(e) Residential Building Design and Character

...

(6) *Building Materials.*

a. *Primary Materials.*

1. Primary building materials shall be selected for their ability to withstand Glenwood Springs' variable mountain climate. Materials with demonstrated durability include, but are not limited to:

- i. Brick;
- ii. Stone;
- iii. Cementitious siding products;
- iv. Wood and log construction;
- v. Cast concrete; or
- vi. Stucco or Exterior Insulation and Finish System (EIFS); or
- vii. Other comparable materials as approved by the Director.

2. Exterior Insulation and Finish Systems (EIFS) shall not be utilized in high-traffic areas, such as at primary building entrances, where it may be easily damaged.

...

(10) *Supplemental Architectural Design Standards: Downtown Core*

...

d. *Building Materials.*

1. Exterior wall finishes for new buildings shall utilize building materials similar in scale, texture, and finish to those found on historic homes within the Downtown Core. New materials of similar scale, texture, and finish are also appropriate.
2. Horizontal clapboard siding or brick is appropriate for use in residential infill projects.
3. The use of decorative shingles shall be limited to use on dormers or in gables.
4. Stucco or Exterior and Finish Systems (EIFS) shall be prohibited for use as a primary material for a new residential projects or new additions within the Downtown Core.

e. *Color.*

1. White, off-white, fluorescent, metallic, or other high-intensity colors are prohibited.
2. The use of bright or highly reflective metal finishes shall be limited to accent materials.

070.040.090 Nonresidential and Mixed-Use Site and Building Design.

...

(e) *Nonresidential and Mixed Use Building Design Standards*

...

(6) *Building and Roofing Colors.*

- a. Color and intensity of color proposed for all exterior building and roofing materials, including exposed rooftop mechanical systems such as HVAC equipment, roof vents, air handling/exchange units, shall be warm or dark earth-toned colors with low reflectivity.
- b. Exterior building and roofing colors shall not include ~~white, off-white,~~ high-intensity primary colors, and/or fluorescent colors.



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Ordinance 2025-19; Code Amendments to Title 070

Action Requested:

Department: Economic and Community Development

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

ORDINANCE NO. 19

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 SECTIONS 070.040.050, 070.040.080, 070.040.090 AND 070.070.020, 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, Title 070 of the Glenwood Springs Municipal Code (the “Land Use Code”) provides for the Subdivision, Development, and Use of Land within the City; and

WHEREAS, in the process of applying the development code, City staff discovered provisions that need clarification or modification relating to use definitions, residential, nonresidential, and mixed-use site and building design; and

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

WHEREAS, on May 27, 2025, the Planning and Zoning Commission found that the recommended amendments on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)(3)d.3. and recommended adopting the amendments on Exhibit A; and

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

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

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

Section 2. Title 070 and Title of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

**INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 19TH DAY OF JUNE 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.

070.040.050 Landscaping, Screening, and Fencing.

* * * *

(b) *Applicability.*

* * * *

(2) *Exemptions.*

- a. Single- and two-family residential uses shall be exempt from this section, except Subsection 070.040.050(c)(3) Water Efficient Landscape Standards, 070.040.050(d), Streetscape Requirements, Subsection 070.040.050(f)(2), Fence Standards, and Subsection 070.040.050(f)(3), Retaining Wall Standards.
- b. Mixed-use or nonresidential uses on a lot that is less than five thousand (5,000) square feet shall be exempt from this Section.
- c. Expansion of existing structures or uses by less than twenty-five (25) percent gross floor area shall be exempt from this Section provided that any existing compliant landscaping remains unaltered.
- d. Accessory dwelling units.
 - i. Interior conversion ADU's shall be exempt from Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.
 - ii. Detached or Expansion ADU's. Any new or revegetated landscaping proposed shall comply with Subsection 070.040.050(c)(3), Water Efficient Landscape Standards.

* * * *

070.040.080 Residential Site and Building Design.

(e) Residential Building Design and Character

* * * *

(6) *Building Materials.*

a. *Primary Materials.*

1. Primary building materials shall be selected for their ability to withstand Glenwood Springs' variable mountain climate. Materials with demonstrated durability include, but are not limited to:
 - i. Brick;
 - ii. Stone;
 - iii. Cementitious siding products;

- iv. Wood and log construction;
- v. Cast concrete; or
- vi. Stucco; or
- vii. Other comparable materials as approved by the Director.

* * * *

(10) Supplemental Architectural Design Standards: Downtown Core

* * * *

d. *Building Materials.*

- 1. Exterior wall finishes for new buildings shall utilize building materials similar in scale, texture, and finish to those found on historic homes within the Downtown Core. New materials of similar scale, texture, and finish are also appropriate.
- 2. Horizontal clapboard siding or brick is appropriate for use in residential infill projects.
- 3. The use of decorative shingles shall be limited to use on dormers or in gables.
- 4. Stucco or Exterior and Finish Systems (EIFS) shall be prohibited for use as a primary material for a new residential projects or new additions within the Downtown Core.

e. *Color.*

- 1. ~~White, off-white~~, fluorescent, metallic, or other high-intensity colors are prohibited.
- 2. The use of bright or highly reflective metal finishes shall be limited to accent materials.

* * * *

070.040.090 Nonresidential and Mixed-Use Site and Building Design.

* * * *

(e) *Nonresidential and Mixed Use Building Design Standards*

* * * *

(6) *Building and Roofing Colors.*

- a. Color and intensity of color proposed for all exterior building and roofing materials, including exposed rooftop mechanical systems such as HVAC equipment, roof vents, air handling/exchange units, shall be warm or dark earth-toned colors with low reflectivity.
- b. Exterior building and roofing colors shall not include ~~white, off-white~~, high-intensity primary colors, and/or fluorescent colors.

* * * *

070.070.020 Definitions of Use Categories and Specific Use Types.

* * * *

(c) *Commercial Uses.*

* * * *

- (5) *Lodging Facilities.* Uses in this category include facilities where lodging, meals, and other services are provided to visitors and guests for a fee for a defined period of time. Accessory uses may include storage, cafeterias, limited retail, health and recreation facilities, and parking or other amenities. Uses in this category primarily include facilities where lodging, meals, and other services are provided to transient visitors and guests for a fee for a defined period of time less than thirty (30) days per instance. Transient lodging for any period of less than thirty (30) consecutive days shall pay accommodation tax.

* * * *

- d. *Hotel, Motel, Hostel, or Lodge.* A building or group of buildings where transient lodging is offered in bedrooms, sleeping rooms, and dwelling units. The building or buildings must include an on-site check in lobby serving as a guest reception, waiting, and gathering area. The building or buildings may include accessory facilities such as parking, restaurants, meeting rooms, ~~on-site check in lobbies~~, recreation areas or similar facilities commonly associated with lodging. The term hotel/motel does not include Bed and Breakfast, Short-Term Rental or an Accessory Tourist Rental.



City Council
STAFF REPORT
City of Glenwood Springs
June 19, 2025

Agenda Item: Ordinance 2025-20; Code Amendment to Title 030

Action Requested:

Department: Economic and Community Development

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:

ORDINANCE NO. 20

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 030.010.020 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING ADMINISTRATIVE DEPARTMENTS.

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, section 030.010.020(d) of the Glenwood Springs Municipal Code (the “Code”) addresses the powers and functions of the Engineering Department; and

WHEREAS, the City Staff have recommended amending section 030.010.020(d) to allow for staffing changes within the Engineering department, specifically the addition of a Traffic Engineer; and

WHEREAS, the City Council finds and declares that the amendment of Section 030.010.020(d) of the Code regarding the Traffic Engineer as set forth herein is proper and necessary.

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. Section 030.010.020(d) is hereby amended as follows:

- (d) Engineering. Engineering shall be conducted under the direction of the City Engineer and shall include all operations necessary to maintain and improve the City's infrastructure, transportation services, and any other services as deemed necessary by the City Manager. ~~The City Engineer shall also serve as the Traffic Engineer.~~

**INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 19TH DAY OF JUNE 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



June 11, 2024

Mayor Marco Dehm
City Council of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

Dear Mayor Dehm and the City Council of Glenwood Springs,

West Mountain Regional Health Alliance (WMRHA) would like to extend our heartfelt gratitude for the \$10,000 grant award from the City of Glenwood Springs. Thank you for supporting the WMRHA's mission "to build an integrated healthcare system to achieve optimal health for all." Your support of WMRHA supports homelessness response efforts that are making a difference.

This grant will support WMRHA's efforts to facilitate, administer and build the Valley Alliance to End Homelessness initiative to support the direct service homeless providers by continuing to build a strong homeless response system. In 2024, Valley Alliance to End Homelessness (VAEH) response partners served 394 people in the West Mountain region with 55% of those residing in Garfield County. Your support helps to leverage additional funding and shows your belief in addressing the homelessness issue in the City of Glenwood Springs and Garfield County.

Once again, we are grateful for your support and leadership. The funding provided by City of Glenwood Springs is crucial to demonstrate the value of WMRHA's efforts, and this grant will help to get more people housed or stay in housing. Please feel free to contact me at [970-618-9723](tel:970-618-9723) or cgair@westmountainhealthalliance.org for any additional information. Thanks for caring enough to make our community a priority.

Sincerely,

Cristina Gair

Cristina Gair
Executive Director

 520 South Third Street,
Office #30
Carbondale, CO81623

 info@westmountainhealthalliance.org
 www.westmountainhealthalliance.org

Lisa McKenzie
99 West Sunlight Court
Glenwood Springs, CO 81601
602-579-9461
March 24, 2025

To Whom It May Concern,

There is a classification of animals, birds and insects that are "pollinators". Without pollinators our food supply would become exceedingly scarce, flowers would no longer bloom and life on Earth would be hastened towards extinction.

My name is Lisa McKenzie, I have a bachelor's degree in nursing as well as a master's degree in education. I have years of experience working in each of these fields, but my recent work in teaching AP Environmental Science, which I taught recently at the high school level, sparked my interest in the environmental field. Two summers ago, I was a part of a group of people who wrote a Pollinator Resolution Plan and had it approved in Carbondale, CO. I started a Pollinator Club at Basalt Elementary School last year, and I was able to get a Pollinator Resolution Plan approved in the town of Basalt, Colorado. Our company name is The Pollinator Conservancy, pollinatorconservancy.net.

Our initial focus is to present the Pollinator Resolution Plan to towns and cities for approval both nationally and internationally. This plan protects pollinators in several different ways, including the dissolution of harmful chemicals in the areas of towns and cities. As you will see in the following document, pollinators are rapidly decreasing in their populations and there is a major concern for pollinators becoming extinct, especially bees. We risk the extinction of humans if we do not protect our pollinators now. Time is of the essence. This is why a creative partnership with individuals, organizations, and like-minded people can accomplish this important goal of a sustainable environment.

The approval of the Pollinator Resolution Plan in towns, cities, and states, as well as the international level is critical in order to accomplish this goal. My colleagues and I are reaching out to schools to create Pollinator Clubs within schools to teach children and teens about the importance of pollinators in our communities and environments. Children, teens, and interested adults have the opportunity to be a part of a dynamic group who will introduce and seek approval of Pollinator Resolution Plans in all communities on a global scale.

Thank you for your interest and support in protecting our vital pollinators.

Warm regards,

Lisa McKenzie
Lmckenzie1light@gmail.com