



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
SEPTEMBER 4, 2025
101 W. 8TH STREET
6:15 p.m.

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

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

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

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

WORK SESSION

3:00	Transportation Commission Joint Work Session	Information/Discussion
3:45	Thomson Divide Withdrawal	Information/Discussion
4:15	Glenwood Springs Riverside Botanical Gardens	Information/Discussion
	Break to get Dinner	
5:00	2026 Budget Work Session #3	Information/Discussion

ZOOM INSTRUCTIONS

When: Sep 4, 2025 06:00 PM Mountain Time (US and Canada) Topic: September 4, 2025 City Council Meeting Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/81773124890?pwd=oKajUkwMDXgF3rEowDz0VtgCEn23SU.1>

Passcode:215312 Phone one-tap: +17193594580,,81773124890# US Webinar ID: 817 7312 4890

REGULAR SESSION

6:15	1. Roll Call	
	2. Agenda Changes & Conflicts	
	3. Disclosure of Any Councilor Conflicts of Interest	
	4. Council Announcements	
	5. Citizens Appearing Before Council and Council Response(For Items Not on the Agenda-Comments Limited to 3 Minutes)	
	6. Consent Agenda	Discussion and/or Action
	A. August 21, 2025 Minutes	
	B. Ordinance 2025-23; Amending the Collection Process for the Municipal Court. (Second Reading)	
	C. Ordinance 2025-25; Updating Liquor and Marijuana Licensing Authority. (Second Reading)	
	D. Colorado Association of Ski Town (CAST) Housing Position Statement	
	E. Memorandum of Understanding (MOU) with Wildfire Collaborative Roaring Fork Valley for the Natural Disaster Mitigation Enterprise (NDME) Grant	
	F. Award Request for Proposal 2025-35P Glenwood Springs Crack Seal Yearly Maintenance	
	7. Proclamation for the City of Glenwood Springs 140th Anniversary	Presentation

ACTIONS AND/OR PRESENTATIONS

- | | |
|---|--------------------------|
| 8. Communications & Engagement Update | Information/Discussion |
| 9. Project Update | Information/Discussion |
| 10. Canyon Vista Affordable Housing Project Funding Request | Discussion and/or Action |
| 11. South Bridge Toll | Discussion and/or Action |
| 12. Council Comments | |
| 13. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 14. Social Event Announcement | |
| 15. Adjournment | |

View the City of Glenwood Springs Accessibility Policy at cogs.us/ADA. - Ver el Póliza de Accesibilidad de la Ciudad de Glenwood Springs en www.cogs.us/ADA



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Transportation Commission Joint Work Session

Action

Requested: Discussion of Transportation Commission Recommendations and Activities

Department: Engineering

Presented By: Steve Boyd

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: This is the annual meeting with the Transportation Commission.

Issues: None at this time.

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

**Glenwood Springs Transportation Commission - Community Action Safety Plan (CSAP) Project
Priorities – August 5, 2025**

1. 8th Street - Pitkin St to Grand Ave Pedestrian Improvements (CSAP Exhibit 1 sheet)
2. Provide control for uncontrolled intersections
3. 10th Street – School St to Palmer St Pedestrian Improvements (CSAP Exhibit 3 sheets)
 - a. Pursue selective use of green paint if possible
 - b. Bike signal detection at Grand is desirable
 - c. Pursue maximum recall ped timing at Grand
4. 23rd St – Bike and Ped improvements (CSAP Exhibit 1 sheet)
 - a. Consider realignment using existing preliminary design and ROW
5. Hwy 6 – Soccer Field Road vicinity improvements (CSAP Exhibit Sheet 5 of 11 of Hwy 6 Exhibits)
 - a. Improve crossing with flashing beacons at crossing near school and perhaps improved sidewalk
 - b. Minimize medians, modify recommendations to simplify if possible
6. Hwy 82
 - a. Focus on bus lane improvements
 - b. Need sidewalk extension at McDonalds and crossing improvements for bikes for routing to shopping center from the Rio Grande Trail
7. 12th Street Ditch Improvements
 - a. short term and long-term improvements
 - b. Coordinate with Parks and Recreation
8. Devereaux and Hwy 6
 - a. Re-examine lane transitions to improve safety for peds
 - b. Re-examine speed limit transitions
9. Speed limits reductions
 - a. Consider 35 mph on 6&24
 - b. Consider 25 mph speed limits throughout and less than that in some smaller street neighborhoods

GWS Transportation Commission
Priority Planning Projects, Programs, and Projects from the City
LRTP
August 5, 2025

Planning Projects

1. Develop a City-Wide Trails and Multi-Modal Connectivity Plan
 - Identify gaps
 - Update/Develop Maps
 - Coordinate with Parks and Recreation

Programs

1. Implement TDM Program
 - Bicycle/Pedestrian Connectivity
 - Parking Management
 - TMO/Public-private coordination, transportation alternatives for employees
 - Develop trail safety program including speed limits, signage, lighting, design modifications, education

Projects from the City LRTP

1. 7th/8th Midland Improvements
2. Corridor Timing Analysis using model and data from the CSAP
3. Bicycle/Ped improvements in downtown core:
 - Add shared lane delineations (#70)
 - Establish policy for bikes on downtown sidewalks (#85)
 - Provide shared use path on 7th St (#87)
4. Construct LoVa Trail from existing terminus through South Canyon to New Castle
5. Reconstruct/Redesign shared-use trail from Yampa Hot Springs to beginning of new pavement at No Name

“Stretch” Goals/Projects to Add to the LRTP

- Build Devereux to Midland Bicycle/Ped Bridge
- 14th Street Vehicular Bridge



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Thomson Divide Withdrawal
Action Requested:	Juli Slivka, Policy Director of the Wilderness Workshop, will give a brief presentation on the current state of the Thomson divide with regard to the natural gas deposits.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	Although this issue is well known, this is a great opportunity to bring Council, staff, and the public up to date with the current situation.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

THOMPSON DIVIDE



"WE WHOLEHEARTEDLY SUPPORT PERMANENT PROTECTION OF THE THOMPSON DIVIDE.

We have witnessed the impacts that extensive oil and gas development had on agricultural operations and communities west of here. New leasing and development in the Thompson Divide would not only adversely affect our ranches, our livelihoods and the agricultural heritage of this community, but it would negatively impact critical wildlife habitat and our entire community's well-being. Protecting the Thompson Divide will provide economic certainty for the continued operation of our ranches and also for the broader community."

—BILL & MARJ FALES, COLD MOUNTAIN RANCH, the Fales run cattle on grazing allotments in the Thompson Divide



THE THOMPSON DIVIDE HAS CAPTURED THE HEARTS OF WESTERN COLORADANS from all walks of life for its abundance of treasures - wild forests that include one of the largest aspen stands in Colorado and a massive complex of Inventoried Roadless Areas; prime wildlife habitat and some of the most sought-after hunting units in the West; grazing allotments that have sustained local ranching operations for generations; and top-notch hiking, skiing, fishing and camping right out the backdoors of Carbondale and Glenwood Springs.

Comprising roughly 250,000 acres of public land stretching from the lower Roaring Fork Valley to the upper North Fork Valley, the Thompson Divide includes the Sunlight Ski Resort, the Spring Gulch Nordic Center, portions of the Sunlight to Powderhorn trail, designated Outstanding Waters in Thompson Creek and unique geological features such as the Thompson Creek Fins. The myriad of activities on these public lands contributes more than \$30 million each year to the local economy and provides over 300 jobs.



WILDERNESS, WILDLIFE & WATER



The wild forests of the Divide include 12 Inventoried Roadless Areas, making it one of the largest roadless complexes in the state of Colorado without permanent protections. Just outside of Carbondale lies the Assignment Ridge Recommended Wilderness, which is full of undisturbed woods ranging from cottonwood to ponderosa pine to aspen. Assignment Ridge has been proposed for wilderness designation many times in the Colorado Wilderness Act.



The Divide is predominantly mid-elevation, high-value habitat. The landscape provides important migration corridors for the threatened lynx, as well as for moose, elk, deer, bear and mountain lions. The Divide links wildlands east of Grand Junction to the mainstem of the Rockies in the Elk Mountains.



Dozens of drainages begin in the Thompson Divide and provide important water to local communities, wildlife and agricultural operators. Waters from the Divide flow into the Crystal, Roaring Fork and North Fork of the Gunnison Rivers - and Divide Creek flows directly into the mighty Colorado River.

KEEPING THOMPSON DIVIDE WILD FOR GOOD

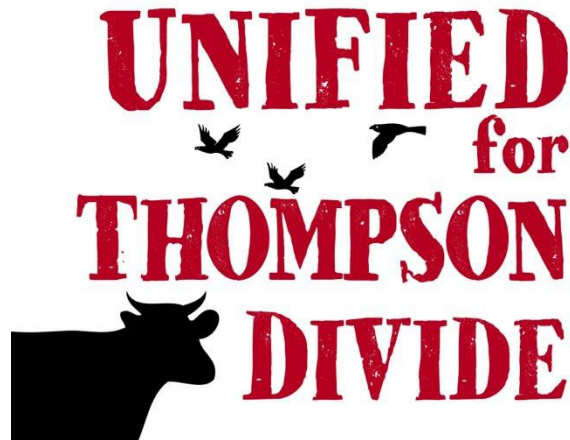
Development of oil and gas leases in the Thompson Divide has long posed a significant threat to the area's roadless and undeveloped character. Years of strong advocacy from Wilderness Workshop, the Thompson Divide Coalition and our local communities led to the cancellation of dozens of oil and gas leases in the area, and in 2024, we secured a 20-year administrative closure to oil and gas leasing. However, our ultimate goal remains: permanent protection for Thompson Divide. The Colorado Outdoor Recreation and Economy (CORE) Act would permanently close the Thompson Divide to future oil and gas leasing, and we're working hard to get this important piece of legislation passed by Congress. We're also working toward a wilderness designation for Assignment Ridge to keep this special place - a stone's throw from Carbondale - wild for future generations.

IF YOU VISIT

You'll enjoy quintessential Colorado backcountry with diverse vegetation ranging from oak and sage at lower elevations, through vast stands of aspen, and into the alpine along Huntsman Ridge. You might enjoy camping under some of the starriest skies Colorado has to offer, making fresh tracks in backcountry powder, or hiking along Perham Creek Trail through the Assignment Ridge proposed wilderness. No matter what adventure you choose, you'll likely encounter wildlife, along with a cowboy or two.

**Protecting the Thompson Divide:
Our Community's Legacy for
Present and Future Generations**

Please ask our elected leaders to support permanent protection of the Thompson Divide in the CORE Act, and to defend the meaningful protections achieved in the recent administrative mineral withdrawal.



The Colorado Outdoor Recreation & Economy Act (CORE Act) has been reintroduced in the 119th Congress, and our communities need to once again reiterate our strong support for permanently protecting the Thompson Divide from oil and gas leasing. Passing the CORE Act is the most important opportunity for us to ensure long-term protections for outdoor recreation, ranching, wildlife habitat, local economic benefits and other values the Thompson Divide provides to our local communities.

Our unified voice is particularly important right now, as the Trump administration's "energy dominance" agenda for our public lands may jeopardize the future of this landscape. Recent legislation, policy changes and executive orders seeking to prioritize oil and gas drilling above all other uses and values on our public lands threaten our community's progress toward our locally grown vision for the Thompson Divide. Notably, Section 9(b) of the Unleashing American Energy Executive Order directs the Interior and Agriculture Secretaries to "reassess any public lands withdrawals for potential revision" – which would include the administrative withdrawal recently finalized for the Thompson Divide.¹

Key Message #1: The Thompson Divide is foundational to the economy, culture, and ecology of western Colorado and local communities are united around permanent protection for this beloved landscape. There is broad and bipartisan support for maintaining the important interim protections provided by the 20 year Administrative Withdrawal.

- For more than two decades, diverse stakeholders—including sportsmen, ranchers, business owners and local governments—have united to advocate for a permanent

¹ <https://www.whitehouse.gov/presidential-actions/2025/01/unleashing-american-energy/>

mineral withdrawal for the Thompson Divide from availability for new oil and gas leasing.²

- Local governments in the Thompson Divide region have consistently supported permanent protection for the area dating back to 2009, when the Thompson Divide Coalition was established. There has also been strong bi-partisan support from our state legislators.³
- Beyond the strong local support for protecting the Divide, the landscape has garnered statewide and national attention for its significance to the state's ranching heritage, outdoor recreation, and the importance of protecting large landscapes for the benefit of wildlife and climate resilience.
- The Forest Service's own Environmental Assessment summarized public support for the Thompson Divide Administrative Withdrawal as follows: "Over 60,000 letters were received between the two comment periods. The majority of comments received were expressions of support for the requested withdrawal."⁴
- Even local oil and gas operators supported the recent Administrative Withdrawal of Thompson Divide:
 - "Gunnison Energy appreciates the efforts of Senator Bennet's office and the Thompson Divide Coalition to work with GEC and other stakeholders to determine appropriate boundaries for lands which might be included for protection pursuant to the administrative withdrawal process," Gunnison Energy Director Brad Robinson said in a statement released by Bennet's office. "This work will result in protection of large areas of the Thompson Divide but will exclude certain areas which have existing natural gas production and valid operating rights. For these reasons, GEC supports the administrative withdrawal process and the responsible protection of the lands and rights identified through this process."⁵

Key Message # 2: Permanent protection of the Thompson Divide remains our community's goal.

- While the Administrative Withdrawal provides important interim protections for the Thompson Divide, the best way for us to permanently protect the Thompson Divide is

² <https://www.denverpost.com/2016/09/10/on-oil-and-gas-thompson-divide-coalition-finds-common-ground/>

³ <https://www.postindependent.com/news/elizabeth-velasco-perry-will-offer-bipartisan-support-for-federal-thompson-divide-withdrawal-plan/>

⁴ U.S. Dept. of Agriculture ("USDA"), USFS, and U.S. Dept. of Interior ("DOI"), BLM, Thompson Divide Withdrawal, EA and FONSI (Dec. 2023), at 53.

⁵ https://www.gjsentinel.com/breaking/thompson-divide-protections-proceed-after-change-to-win-energy-firms-support/article_fd87b7e6-f1db-11ee-8261-c73d95d6d899.html

by passing the Colorado Outdoor Recreation & Economy Act (CORE Act), which would forever prohibit new oil and gas leasing on the Divide.

- The CORE Act's champions – Senators Michael Bennet and John Hickenlooper and Representative Joe Neguse – continue to work towards passage of the CORE Act, which has passed the House of Representatives 5 times and was mostly recently reintroduced in the 119th Congress. We'll continue to work alongside bill sponsors to push for passage during this Congress.

Key Message # 3: The highest value of the Thompson Divide is keeping it as is for ranchers, water users, hunting, angling, and outdoor recreation – not opening it up for drilling.

- Ranching, tourism, and outdoor recreation provide valuable direct and indirect economic benefits to local communities. According to a 2013 BBC Research study, hunting, fishing, grazing and recreation activities in the Thompson Divide support nearly 300 jobs and \$30 million a year in economic value.⁶
- Hunting units in the area generate over 20,000 big-game licenses every year, which routinely sell for \$1,000 or more. Hunting units within the Thompson Divide are some of the most sought after in the State.
- The Thompson Divide is recognized as one of the last strongholds of traditional ranching culture and provides summer range to some of the oldest ranching operations in the region. Livestock operations rely on federal grazing allotments in the Divide and permitted grazing occurs on 36 active grazing allotments in the withdrawal area.
- In recent interviews, the trade group Western Energy Alliance stated Thompson Divide isn't a priority for oil and gas companies:
 - From a Colorado Sun article: "Kathleen Sgamma, the head of the Western Energy Alliance trade group representing oil and gas companies in nine states, said most oil and gas companies abandoned the Thompson Divide years ago when the Forest Service halted leasing in the region in 2015 and 2016."⁷
 - From an Aspen Daily News article: "While Project 2025 says to 'abandon withdrawals of lands from leasing in the Thompson Divide,' Sgamma said that's not high on a priority list for her organization, nor does she think it is for the incoming administration."⁸

⁶ https://www.aspendailynews.com/thompson-divide-contributes-30m-and-294-jobs-to-the-local-economy/article_9e013ebf-bfda-5098-a0eb-e7f4da34c9ec.html

7

<https://coloradosun.com/2024/04/03/biden-mineral-withdrawal-thompson-divide/>

8

https://www.aspendailynews.com/news/regulations-for-public-lands-likely-to-change-under-trump/article_45804326-bac0-11ef-9ded-d3f841f2831b.html

History of Community Action for the Thompson Divide

- 2000s About 70 oil and gas leases are issued throughout the Divide and dozens more in neighboring roadless areas. Local governments raise claims about their legality.
- 2009 The **Thompson Divide Coalition** (TDC) - comprised of cowboys and conservationists who joined together to eliminate the threat of oil and gas development - goes public.
- 2013 Senator Michael Bennet introduces the **Thompson Divide Withdrawal and Protection Act**. It is now part of the Colorado Outdoor Recreation & Economy Act (CORE Act).
- 2015 With overwhelming community support, the **White River National Forest closes tens of thousands of acres** in the Thompson Divide to new leasing.
- 2016 The Bureau of Land Management (BLM) **cancels dozens of leases** that were issued illegally within the Divide.
- 2019 **CORE Act** introduced in Congress; it has passed the House of Representatives 5 times and had a June 2022 hearing in the Senate Energy and Natural Resources Committee.
- 2022 In response to calls from Colorado leaders, President Biden initiates a process for a **Thompson Divide Administrative Withdrawal**.
- 2024 The **Thompson Divide Administrative Withdrawal is finalized**. This provides 20 years of protections to the Thompson Divide while Congress works to pass the CORE Act.
- 2025 President Trump signs Unleashing American Energy Executive Order which **threatens to undo the popular Thompson Divide Administrative Withdrawal**.

September 16, 2022

**The Honorable Joseph R. Biden
President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500**

Dear Mr. President,

We, the ranchers most directly involved in and affected by any actions for the Thompson Divide, write in support of our Senators Bennet and Hickenlooper, Governor Polis, and Representative Neguse's effort to secure protections for public lands that are part of the CORE Act through executive action. For over a decade we, along with other members of the local ranching, farming, and agricultural community, have sought protection in the form a federal mineral withdrawal for the public lands of Thompson Divide. These lands provide the federal grazing allotments which are a vital component of our ranching operations and livelihoods. The permanent federal protections contained in the CORE Act for the Thompson Divide would provide important economic certainty for the continued operation of our ranches. The local ranching and agricultural community have been virtually unanimous in our desire to see the Thompson Divide protected.

The boundaries of and protections for the Thompson Divide contained in the CORE Act were crafted following years of community input with special attention given to members of the ranching community. This process resulted in widespread and bipartisan support from the communities in which we live, work, and provide food for. Despite strong and diverse support in Colorado, the CORE Act has still not passed through Congress, so we ask that you take executive action to protect our allotments from oil and gas leasing until this important piece of legislation is enacted.

We strongly urge you to protect the Thompson Divide from new oil and gas leasing and mining through a Federal Lands Policy and Management Act mineral withdrawal. This administrative action would be a critical step in securing permanent protections and give economic certainty to those of us who have a direct stake in and connection to this landscape as we continue working to pass the CORE Act.

Sincerely,

Bill Fales and Marj Perry
Cold Mountain Ranch
Permittee on the North Thompson 4 Mile
Allotment and the Coal Basin Allotment

William Fales
Marj Perry

Marty Nieslanik
Nieslanik Beef
Permittee on the Coal Basin Allotment

Marty Nieslanik

CC: Secretary of Agriculture Tom Vilsack
Secretary of Interior Deb Haaland
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
Governor Jared Polis

Tom Harrington
Crystal River Ranch
Permittee on the South Thompson
Allotment

Tom Harrington

Ian Carney
Two Shoes Ranch
Permittee on the West Sopris Allotment

Ian Carney

RESOLUTION 2025- _____

A RESOLUTION REAFFIRMING THE CITY OF GLENWOOD SPRINGS' LONG-STANDING SUPPORT FOR PROTECTING THE THOMPSON DIVIDE FROM NEW OIL AND GAS LEASING THROUGH A 20-YEAR ADMINISTRATIVE WITHDRAWAL AND PERMANENT LEGISLATIVE WITHDRAWAL UNDER THE COLORADO OUTDOOR RECREATION AND ECONOMY (CORE) ACT

WHEREAS, the Thompson Divide is a landscape just south of the City of Glenwood Springs that provides incredible outdoor recreation opportunities, is home to valuable wildlife habitat, and supports some of the oldest ranching operations in the region; and

WHEREAS, the abundant amount of diverse wildlife in this public land brings in hikers, anglers, campers, and hunters, and these avid outdoorsmen and women are an important supplement to our economy; and

WHEREAS, for over a decade and with broad-based support from local citizens, the City of Glenwood Springs has consistently supported conservation of public lands in the Thompson Divide; and

WHEREAS, in 2009, both the City of Glenwood Springs and the Town of Carbondale resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development,” (Exhibit A, Exhibits 1 and 2); and

WHEREAS, in 2012, Glenwood Springs City Council passed Resolution 2012-21 supporting a bill drafted by Senator Bennett to provide a middle ground for the conflict; the draft bill presented an option that would have withdrawn unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders (Exhibit A, Exhibit 6); and

WHEREAS, in 2019, the City of Glenwood Springs and the Town of Carbondale sent letters to Sen. Michael Bennet, Sen. Cory Gardner, Rep. Scott Tipton, and Rep. Joe Neguse declaring support for “provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing...” (Exhibit A, Exhibits 9 and 10-); and

WHEREAS, in 2022, the Glenwood Spring City Council and the Town of Carbondale Trustees sent letters to President Biden urging executive action to help protect this special place, and specifically encouraging the President to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act, while underscoring continued support for passage of the Colorado Outdoor Recreation and Economy (CORE) Act (Exhibit A, Exhibits 11 and 12); and

WHEREAS, in 2023, the Glenwood Springs City Council and the Town of Carbondale submitted a joint letter to the Colorado State Director of the Bureau of Land

Management Doug Vilsack supporting the proposed 20-year administrative withdrawal for the Thompson Divide (Exhibit A), and

WHEREAS, the U.S. Departments of the Interior and Agriculture approved the 20-year administrative withdrawal for the Thompson Divide in 2024 as a result of broad support from local communities and governments including the City of Glenwood Springs; and

WHEREAS, the CORE Act has been reintroduced by the Colorado delegation in the 119th Congress; and

WHEREAS, it's in our community's best interest to ensure the administrative withdrawal remains in place until the Thompson Divide is permanently closed to oil and gas leasing through the CORE Act or other federal legislation;

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

1. That the City of Glenwood Springs reaffirms its long-standing commitment to the protection of the Thompson Divide from new oil and gas leasing.
2. That the City of Glenwood Springs continues to express strong support for the current 20-year administrative withdrawal and recognizes the meaningful interim protection it provides.
3. That the City of Glenwood Springs remains steadfast in its support for the Colorado Outdoor Recreation and Economy (CORE) Act, which would permanently withdraw the Thompson Divide from future oil and gas leasing.



January 5, 2023

Doug Vilsack, State Director
Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, Colorado 80215

Via email: blm_co_statedirector@blm.gov & BLM_CO_Thompson_Divide@blm.gov

Dear Mr. Vilsack,

For over a decade and with broad-based support from local citizens, the Town of Carbondale and the City of Glenwood Springs have consistently supported conservation of public lands in the Thompson Divide. The Divide is a landscape that is critical to our local economy, home to valuable wildlife habitat and incredible recreational opportunities, and sustains some of the oldest ranching operations in the region. We continue that support today and urge you to implement the recently proposed administrative withdrawal of public lands and minerals within the Thompson Divide.^[1]

Our work to protect Thompson Divide began many years ago. In 2009, the Town of Carbondale and the City of Glenwood Springs resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibits 1 and 2.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that “[e]nergy development in the area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage... and would forever ruin the wild character and exceptional wildlife habitat it now offers.” The resolution endorsed the Thompson Divide Withdrawal and Protection Act and supported “immediate introduction of the Thompson Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide...” See Exhibit 3.

Also in 2010, the Mayors of Carbondale and Glenwood Springs sent letters to Rep. John Salazar reciting support of the Thompson Divide Coalition and for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act “during this session in order to move this effort forward.” See Exhibits 4 and 5.

In 2012, Glenwood Springs City Council passed Resolution 2012-21 supporting a bill drafted by Senator Bennett to provide a middle ground for the conflict; the draft bill presented an option that would have withdrawn unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders. See Exhibit 6. Unfortunately, after being referred to the Committee on Energy and Natural Resources, no further action was taken.

Carbondale also passed Resolution No. 15 Series of 2012, once again supporting withdrawal and protection of federal lands including the Thompson Divide. See Exhibit 7.

In 2015, the Mayors of Carbondale and Glenwood Springs joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating that: “our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area.” See Exhibit 8.

In 2019, the Town of Carbondale and the City of Glenwood Springs sent letters to Sen. Michael Bennet, Sen. Cory Gardner, Rep. Scott Tipton, and Rep. Joe Neguse declaring support for “provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing...” See Exhibit 9 and 10.

In 2022, the Glenwood Spring City Council and the Town of Carbondale Trustees sent letters to President Biden urging executive action to help protect this special place, and specifically encouraging the President to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. The letter underscored continued support for passage of the Colorado Outdoor Recreation and Economy (CORE) Act, but noted the need for more immediate action. See Exhibits 11 and 12.

In October, we were pleased when the White House, in partnership with officials from the Departments of Interior and Agriculture, announced that it would begin consideration of an administrative withdrawal for Thompson Divide and other nearby treasured landscapes such as Mt. Emmons, and initiated a two-year segregation that will prohibit new mining claims and the issuance of new Federal mineral leases in the area. We support the administrative withdrawal and the meaningful interim protection that it will

provide while a permanent legislative solution works its way through Congress. We hope that the administrative withdrawal remains a priority for the Departments of Interior and Agriculture and proceeds quickly. We look forward to fully engaging in the process early and throughout as cooperating agencies.

Thank you for your attention to this issue.

Sincerely,



Jonathan Godes, Mayor
City of Glenwood Springs



Ben Bohmfalk, Mayor
Town of Carbondale

CC: Secretary of Agriculture Tom Vilsack
Secretary of the Interior Deb Haaland
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
Governor Jared Polis

^[1] See Notice of Proposed Withdrawal and Public Meeting, Thompson Divide Area, Colorado, 87 Fed. Reg. 62,878 (Oct. 17, 2022), available [here](#)

Exhibit 1

RESOLUTION OF THE TOWN OF CARBONDALE IN SUPPORT OF THE THOMPSON DIVIDE COALITION

RESOLUTION NO. 3 SERIES OF 2009

RECITALS

A. WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, conservationists and local governments, formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson Creek and Fourmile Creek watersheds, Muddy Basin and the headwaters of East Divide Creek and the potential negative impacts on this rural area associated with their development.

B. WHEREAS, ranching and farming in the Roaring Fork Valley not only make important contributions to the economy of the area, both define the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers.

C. WHEREAS, this area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek. The streams also feature rare wetland shrub communities, and the old-growth forest is habitat for the boreal owl and northern goshawk.

D. WHEREAS, the area offers exceptional recreational opportunities and are used regularly by local bikers, climbers, hikers, snowmobilers and cross country and back country skiers. The recreational opportunities these special areas provide local residents are an essential part of the high quality of life offered by the valley.

E. WHEREAS, energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of the valley and the town, and would forever ruin the wild character of this area. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management

concerns, and potentially cause a marked increase in the need for social services that our jurisdiction is already struggling to provide.

F. WHEREAS, the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management (BLM) has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Carbondale that:

1. The Thompson Creek and Fourmile Creek Watersheds, headwaters of East Divide Creek, Muddy Basin, as well as the local community and environmental values and economy they support deserve preservation and protection; and
2. Energy development on federal lands in the Thompson Creek, Fourmile Creek watershed, headwaters of East Divide Creek and Muddy Basin is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development; and
3. **The Town of Carbondale** supports the efforts of the Thompson Divide Coalition over the next two years to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND ADOPTED ON April 21, 2009.

Town of Carbondale

By: _____

Michael Hassig, Mayor



RESOLUTION 2009-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, IN SUPPORT OF
THE THOMPSON DIVIDE COALITION.**

WHEREAS, the Thompson Divide Coalition is a broad-based coalition of local ranchers, farmers, hunters, anglers, recreationalists, water users, land owners, conservationists, and local governments formed to address mutual concerns regarding the existing oil and gas leases on federal lands in the Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, and the potential negative impacts on this rural area associated with their development; and

WHEREAS, ranching and farming in the Roaring Fork Valley not only makes important contributions to the economy of the area, but defines the rural character of the valley. These watersheds provide clean water to farms and ranches, as well as water for domestic use. In addition, these federal lands host grazing allotments for summer range for the majority of the areas' ranchers; and

WHEREAS, the Thompson Divide area is part of a 122,000 acre roadless landscape, which is the largest contiguous roadless area in the state. These federal lands provide important habitat for wildlife, and excellent hunting and angling opportunities. The area has been recognized by the Colorado Division of Wildlife (CDOW) as high priority habitat for a variety of species. It is part of a critical big game migration corridor and provides key wildlife security for species such as deer, elk, bear, and lynx. The entire area is important elk calving habitat and summer range for big game. In addition, the Colorado River cutthroat trout (recognized as a Species of Special Concern by the CDOW) is found in two forks of Thompson Creek; and

WHEREAS, the area offers exceptional recreational opportunities for locals and visitors. It is regularly used by bikers, climbers, hikers, snowmobilers, and cross country and back country skiers. The recreational opportunities these special areas provide are an essential part of the high quality of life offered by the valley; and

WHEREAS, energy development in this area would have a deleterious effect on Glenwood Springs through increased heavy truck traffic, creating air quality, safety, and road and bridge impacts; all damaging our small town character. The areas' ranching/agricultural heritage and the exceptional wildlife habitat would be forever damaged. Furthermore, energy development in this rural and largely roadless area would create serious public environmental health and emergency management concerns; and

WHEREAS, although the Thompson Divide Coalition recognizes the need for energy development, it believes it is imperative that energy development occur only in appropriate places and that it proceed in a responsible manner. The Bureau of Land Management has approved 80 leases on this special landscape, half of which were let in roadless areas without surface stipulations after the 2001 Roadless Area Conservation Rule was in effect.

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

Section 1. The Thompson, Fourmile, Muddy, and Clear Fork Creek watersheds, the headwaters of East Divide Creek, as well as the local community, environmental, and economic values they support, deserve preservation and protection.

Section 2. Energy development on federal lands in these areas is inconsistent with such preservation and protection, and is indicative of a flawed and irresponsible approach to energy development.

Section 3. The City of Glenwood Springs supports the efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.

INTRODUCED, READ AND PASSED THIS 16th DAY OF July, 2009.

CITY OF GLENWOOD SPRINGS, COLORADO


Bruce Christensen, Mayor

ATTEST:


Robln S. Unsworth, City Clerk

Exhibit 3

**RESOLUTION NO. 9
SERIES OF 2010**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO IN SUPPORT OF INTRODUCING
LEGISLATION IN THIS CURRENT LEGISLATIVE SESSION TO SECURE
PERMANENT PROTECTION FROM OIL AND GAS DEVELOPMENT ON THE
FEDERAL LANDS IN THE THOMPSON DIVIDE AREA, INCLUDING
THOMPSON CREEK WATERSHED, FOUR MILE WATERSHED,
CLEAR FORK WATERSHED, MUDDY BASIN AND THE
HEADWATERS OF EAST DIVIDE CREEK.**

WHEREAS, The Thompson, Four Mile, Muddy and Clear Fork Creek watersheds and the headwaters of East Divide Creek as well as the local community, environmental and economic values these areas support deserve preservation and protection; and

WHEREAS, Energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, Ranching and farming in this area not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, This area contains the largest contiguous roadless area in the state, promoting important wildlife habitat, critical big game migration corridors, important elk calving habitat, big game summer range and excellent hunting and angling opportunities; and

WHEREAS, This area offers exceptional recreational opportunities and is regularly used by local bikers, climbers, hikers, snowmobilers, cross country and back country skiers; and

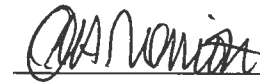
WHEREAS, Energy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage of our region and would forever ruin the wild character and exceptional wildlife habitat it now offers; and

WHEREAS, The Carbondale Board of Trustees supports introduction in this current legislative session of the Thompson Divide Withdrawal and Protection Act legislation to preserve and protect the back country of Thompson Divide for ranching, beef production, hunting, hiking, biking, logging, watershed protection and a diverse range of recreational activities.

NOW, THEREFORE, be it resolved that the Town of Carbondale hereby supports immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide 221,500-acre area.

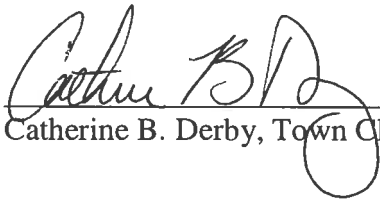
INTRODUCED, READ AND PASSED this 17th day of August, 2010.

TOWN OF CARBONDALE



J. Frost Merriott, Mayor Pro Tem

ATTEST:



Catherine B. Derby, Town Clerk





TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

August 17, 2010

Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515
202 226 9696

Congressman Salazar,

As you know, we support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Garfield County and the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Attached please find our Resolution in support of the legislation to protect Thompson Divide.

Respectfully,

A handwritten signature in black ink, appearing to read "J Frost Merriott".

J Frost Merriott
Mayor Pro Tem

Cc:

TDC

Edward Stern, Staff Assistant, Edward.Stern@mail.house.gov
John Whitney, Regional Director, John.Whitney@mail.house.gov
Richard Baca, Regional Director, Richard.Baca@mail.house.gov
Ronnie Carleton, Chief of Staff, Ron.Carleton@mail.house.gov

Attachments:

Town of Carbondale Resolution No. 9, Series of 2010

(970) 963-2733

Fax: (970) 963-9140



Exhibit 5

City of Glenwood Springs
Office of the Mayor

August 6, 2010

The Honorable John Salazar
1531 Longworth HOB
Washington, D.C. 20515

Congressman Salazar:

We support the efforts of the Thompson Divide Coalition. The Coalition has now drafted a bill called the Thompson Divide Withdrawal and Protection Act. We support the aims of that bill and request that you introduce the bill during this session in order to move this effort forward.

Thank you for your ongoing commitment to the residents of Colorado and for the protection of public lands. We look forward to working with you and your staff to ensure that the Thompson Divide gets the permanent protection it deserves.

Respectfully,
Glenwood Springs City Council

Bruce Christensen, Mayor

xc: TDC
Edward Stern, Staff Assistant
John Whitney, Regional Director
Richard Baca, Regional Director
Ronnie Carleton, Chief of Staff

Exhibit 6

RESOLUTION 2012-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, SUPPORTING SENATOR BENNET'S DRAFT BILL TO PROVIDE FOR THE WITHDRAWAL AND PROTECTION OF CERTAIN FEDERAL LANDS IN THE STATE OF COLORADO, INCLUDING THE THOMPSON DIVIDE AREA.

WHEREAS, the Thompson, Four Mile, Muddy, and Clear Fork Creek watersheds and the headwaters of East Divide Creek, as well as the local community, environmental, and economic values these areas support deserve preservation and protection; and

WHEREAS, energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, ranching and farming in these areas not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, Senator Bennet has drafted a bill that offers a middle ground solution on the future of Thompson Divide; and

WHEREAS, the draft bill presents an option that would withdraw unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders; and

WHEREAS, the draft bill also creates an opportunity for existing leases to be retired should they be donated or sold by willing owners; and

WHEREAS, the City Council of the City of Glenwood Springs supports the efforts of Senator Bennett in drafting this bill.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Glenwood Springs that it supports the draft bill to provide for the withdrawal and protection of certain federal lands in the State of Colorado, as drafted by Senator Bennet.

INTRODUCED, READ, AND PASSED THIS 4th DAY OF OCTOBER, 2012.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:


Robin S. Unsworth, City Clerk


Matthew A. Steckler, Mayor

**RESOLUTION NO. 15
SERIES OF 2012**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO SUPPORTING SENATOR BENNET'S DRAFT BILL TO
PROVIDE FOR THE WITHDRAWAL AND PROTECTION OF CERTAIN FEDERAL
LAND IN THE STATE OF COLORADO INCLUDING THE THOMPSON DIVIDE
AREA.**

WHEREAS, The Thompson, Four Mile, Muddy and Clear Fork Creek watersheds and the headwaters of East Divide Creek as well as the local community, environmental and economic values these areas support deserve preservation and protection; and

WHEREAS, Energy development of federal lands in these areas is inconsistent with such preservation and protection; and

WHEREAS, Ranching and farming in this area not only make important contributions to the economy, but define our rural character with summer grazing range and clean watersheds for farms and ranches as well as domestic water use; and

WHEREAS, Senator Bennet has drafted a bill that offers a middle ground solution on the future of Thompson Divide; and

WHEREAS, The draft bill presents an option that would withdraw unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders; and

WHEREAS, The draft bill also creates an opportunity for existing leases to be retired should they be donated or sold by willing owners; and

WHEREAS, The Carbondale Board of Trustees supports the efforts of Senator Bennet in drafting this bill.

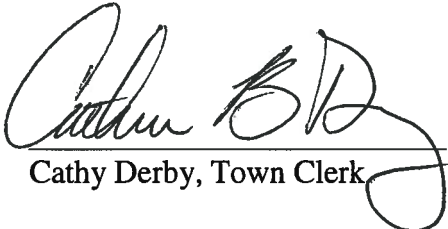
NOW, THEREFORE, be it resolved that the Town of Carbondale hereby supports the draft bill to provide for the withdrawal and protection of certain federal land in the State of Colorado as drafted by Senator Bennet.

INTRODUCED, READ AND PASSED this 14th day of August, 2012.

TOWN OF CARBONDALE


Stacey Bernot, Mayor

ATTEST:


Cathy Derby, Town Clerk

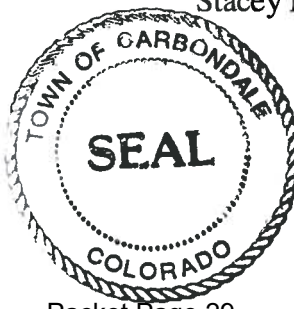


Exhibit 8

December 17, 2015

Ms. Ruth Welch
Colorado State Director
U.S. Bureau of Land Management
2850 Youngfield Street
Lakewood, Colorado 80215

Re: Support for Proposed Action Within Draft EIS for Previously Issued Oil and Gas Leases in the White River National Forest

Dear Director Welch,

On behalf of our constituents, and in advance of more detailed comments from our respective jurisdictions, we write to provide input regarding the Bureau of Land Management's (BLM) ongoing environmental impact statement (EIS) process to examine 65 federal oil and gas leases in the White River National Forest.

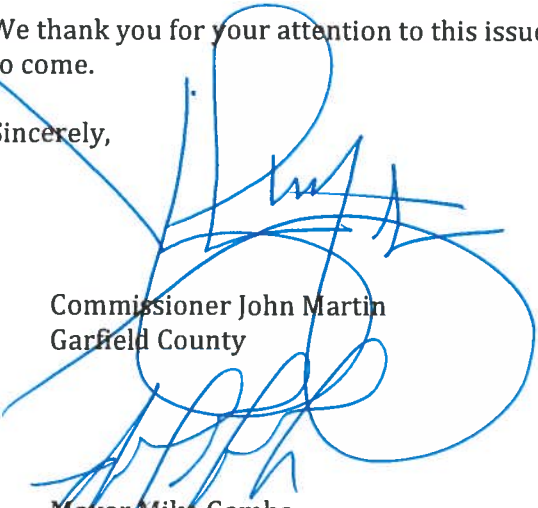
As you know, the outcome of this process will affect the long-term interests of a diverse group of communities, industries, and other stakeholders on the Western Slope. With this in mind we were pleased to see that BLM's Draft EIS contained a "proposed action" to specifically address the many differences that exist between 25 undeveloped leases in the Thompson Divide area and 40 other leases – some of which have already been developed – on the western end of the National Forest.

We appreciate that BLM's proposed action aims to balance the need for future development of public minerals in the Piceance Basin with the need to conserve certain public lands in the Thompson Divide area. We support this balanced approach and urge BLM to move forward without delay.

Finally, you should know that our communities have long supported a legislative solution to address the conflicts that exist in the Thompson Divide area. We remain hopeful that Congress will work together to address our communities' concerns. In lieu of congressional action, however, please know that we see BLM's ongoing EIS process as an important path toward resolving the longstanding issues presented by improperly issued leases in the Thompson Divide.

We thank you for your attention to this issue and look forward to working with you in the months to come.

Sincerely,



Commissioner John Martin
Garfield County

Mayor Mike Gamba
City of Glenwood Springs



Commissioner Steve Child
Pitkin County

Commissioner Steve Child
Pitkin County



Mayor Stacey Bernot
Town of Carbondale

Mayor Stacey Bernot
Town of Carbondale



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

February 26, 2019

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, D.C. 20515

The Honorable Joe Neguse
1419 Longworth House Office Building
Washington, D.C. 20515

Re: Support for Legislation Withdrawing Thompson Divide from Future Oil and Gas Leasing

Dear Senator Bennet, Senator Gardner, Representative Tipton, and Representative Neguse:

For a decade, the Town of Carbondale Trustees and the citizens of Carbondale have consistently supported conservation of public lands in the Thompson Divide. That support continues today.

In 2009, the Town of Carbondale resolved that community, environmental, and economic values in the Divide "deserve preservation and protection," and supported "efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development." See Exhibit 1.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that "[e]nergy development in this area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage ... and would forever ruin the wild character and exceptional wildlife habitat it now offers." The resolution endorsed the Thompson Divide Withdrawal and Protection Act and

supported "immediate introduction of the Thompson Divide Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide..." See Exhibit 2.

Also in 2010, the Mayor of Carbondale sent a letter to Rep. John Salazar reciting the Town's support of the Thompson Divide Coalition, reciting support for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act "during this session in order to move this effort forward." See Exhibit 3.

In 2015, the Mayor of Carbondale joined leaders from other local communities in signing a letter to BLM reiterating "the need to conserve certain public lands in the Thompson Divide" and stating that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area." See Exhibit 4.

Senator Michael Bennet and Representative Joe Neguse recently introduced bills in both houses of Congress that respond to requests to permanently protect public lands in the Thompson Divide. The bills, commonly referred to as the Colorado Outdoor Recreation & Economy (CORE) Act, include provisions that would permanently withdraw the Thompson Divide from availability for future oil and gas leasing.

We support provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing, and we thank our legislators for listening to our communities, local citizens, and people from across the country who have consistently requested legislation offering this protection.

We request that Colorado's congressional delegation work together to pass this common-sense legislation that protects public lands critical to our local economy, respects valid existing rights of leaseholders in the Thompson Divide Area, and includes language offering credits to any leaseholder that wants to get rid of leases within the withdrawal boundary.

Thank you for your continued efforts on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Richardson", with a stylized flourish at the end.

Dan Richardson
Mayor



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

Tuesday, February 26, 2019

The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, D.C. 20515

The Honorable Joe Neguse
1419 Longworth House Office Building
Washington, D.C. 20515

Re: Support for Legislation Withdrawing Thompson Divide from Future Oil and Gas Leasing

Dear Senator Bennet, Senator Gardner, Representative Tipton, and Representative Neguse:

For a decade, the Glenwood Springs City Council and the citizens of Glenwood Springs have consistently supported conservation of public lands in the Thompson Divide. That support continues today.

In 2009, the Council resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibit 1.

In 2010, the City Council endorsed the Thompson Divide Withdrawal and Protection Act as drafted by the Thompson Divide Coalition and requested that the bill be introduced to Congress “to ensure that the Thompson Divide gets the permanent protection it deserves.” See Exhibit 2.

In 2015, the Mayor of Glenwood Springs joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating

that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area." See Exhibit 3.

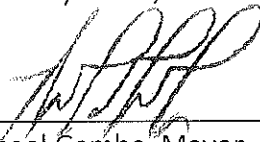
Senator Michael Bennet and Representative Joe Neguse recently introduced bills in both houses of Congress that respond to requests to permanently protect public lands in the Thompson Divide. The bills, commonly referred to as the Colorado Outdoor Recreation & Economy (CORE) Act, include provisions that would permanently withdraw the Thompson Divide from availability for future oil and gas leasing.

We support provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing, and we thank our legislators for listening to our communities, local citizens, and people from across the country who have consistently requested legislation offering this protection.

We request that Colorado's congressional delegation work together to pass this common-sense legislation that protects public lands critical to our local economy, respects valid existing rights of leaseholders in the Thompson Divide Area, and includes language offering credits to any leaseholder that wants to get rid of leases within the withdrawal boundary.

Thank you for your continued efforts on this issue.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "M. Gamba", written over a horizontal line.

Michael Gamba, Mayor
Glenwood Springs



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

September 20, 2022

The Honorable Joseph R. Biden
President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500

Dear Mr. President,

For over a decade, the Town of Carbondale Trustees and citizens of Carbondale have consistently supported conservation of public lands in the Thompson Divide, a landscape that is critical to our local economy, home to valuable wildlife habitat and incredible recreational opportunities, and supports some of the oldest ranching operations in the region. We continue that support today and urge executive action to help protect this special place, and we specifically encourage you to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. We additionally remain supportive of passage of the Colorado Outdoor Recreation and Economy (CORE) Act.

In 2009, the Town of Carbondale resolved that community, environmental, and economic values in the Divide “deserve preservation and protection,” and supported “efforts of the Thompson Divide Coalition to explore legislative initiatives and other opportunities to protect these special areas from energy development.” See Exhibit 1.

In 2010, Trustees of the Town of Carbondale adopted Resolution No. 9 Series of 2010 reciting the unique existing values in the Thompson Divide, indicating that “energy development in the area would have a deleterious impact on the rural character, ranching heritage and agricultural heritage... and would forever ruin the wild character and exceptional wildlife habitat it now offers.” The resolution endorsed the Thompson Divide Withdrawal and Protection Act and supported “immediate introduction of the Thompson Withdrawal and Protection Act legislation to secure permanent protection of the Thompson Divide...” See Exhibit 2.

Also in 2010, the Mayor of Carbondale sent a letter to Rep. John Salazar reciting the Town’s support of the Thompson Divide Coalition, reciting support for the aims of the Thompson Divide Withdrawal and Protection Act, and requesting introduction of the Act “during this session in order to move this effort forward.” See Exhibit 3.

In 2015, the Mayor of Carbondale joined leaders from other local communities in signing a letter to BLM reiterating “the need to conserve certain public lands in the Thompson Divide” and stating that: “our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area.” See Exhibit 4.

In 2019, the Town of Carbondale sent a letter to Sen. Michael Bennet, Sen. Cory Gardner, Rep. Scott Tipton, and Rep. Joe Neguse declaring the town's support for "provisions of the CORE Act that will protect public lands in the Thompson Divide with a permanent withdrawal from availability for future leasing..." See Exhibit 5.

The Town of Carbondale remains a strong supporter of the CORE Act, and we hope that Congress can work together to ultimately pass this common-sense legislation. We join with members of Colorado's Congressional Delegation in requesting the use of the Federal Lands Policy and Management Act to implement a 20-year administrative withdrawal for the Thompson Divide. This administrative action will give our community certainty while we await the passage of the CORE Act in Congress.

Thank you for your attention to this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Bohmfalk". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ben Bohmfalk,
Mayor

CC: Secretary of Agriculture Tom Vilsack
Secretary of the Interior Deb Haaland
Senator Michael Bennet
Senator John Hickenlooper
Congressman Joe Neguse
Governor Jared Polis

September 29, 2022

Exhibit 12

The Honorable Joseph R. Biden
President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500



RE: Request for Administrative Withdraw

Dear Mr. President,

The City of Glenwood Springs, a highly desired tourist destination, thus giving us vast influence throughout the Roaring Fork Valley and the Colorado River Valley, have been a proud supporter of the Thompson Divide Coalition since the passage of Resolution 2009-15. The Thompson Divide is a sublime area made up of 122,000 acres of natural public land that stretches from just South of the City of Glenwood Springs to well South of the Town of Carbondale, inhabited by diverse wildlife and ranchers.

This abundant amount of diverse wildlife in this public land brings in hikers, anglers, campers, and hunters. In hunting season, our communities are transformed to accommodate to their needs. These avid outdoorsmen and women are an important supplement to our economy and a vital part of our neighbor's economic welfare.

The ranchers who reside on the Thompson Divide are in a nostalgic condition that is dwindling throughout the Great American West. They have the ability to have their cattle roam on acres with very little disturbance. These ranches are generationally passed down and their work has changed very little throughout the years. It is important for our City, which is generally so focused on fast paced sales and lodging tax, to have this connection to our past. Our communities do not take it for granted; you will often find restaurants advertising that their beef is from one of these ranches.

In 2012, Glenwood Springs City Council passed Resolution 2012-21 supporting a bill drafted by Senator Bennett to provide a middle ground for the conflict; the draft bill presented an option that would have withdrawn unleased public minerals in the area from future oil and gas development while also preserving existing private property rights for current leaseholders. Unfortunately, after being referred to the Committee on Energy and Natural Resources, no further action was taken.

In 2015, the Mayor of Glenwood Springs, on behalf of the City Council, joined leaders from other local communities in signing a letter to BLM reiterating "the need to conserve certain public lands in the Thompson Divide" and stating that: "our communities have long supported a legislative solution to address conflicts that exist in the Thompson Divide area."

We continue that support today and urge executive action to help protect this special place, and we specifically encourage you to implement a 20-year mineral withdrawal for the Thompson Divide under the Federal Lands Policy and Management Act. We additionally remain supportive of passage of the Colorado Outdoor Recreation and Economy (CORE) Act.

The City of Glenwood Springs is a strong supporter of the CORE Act, and we hope that Congress can work together to ultimately pass this common-sense legislation. We join with members of Colorado's Congressional Delegation in requesting the use of the Federal Lands Policy and Management Act to implement a 20-year administrative withdrawal for the Thompson Divide. This administrative action will give our community certainty while we await the passage of the CORE Act in Congress.

Thank you again for your consideration.

Sincerely,

Jonathan Godes
Mayor



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Glenwood Springs Riverside Botanical Gardens

Action Requested: Hear and update from the group attempting to locate a botanical garden near the confluence.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: 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
September 4, 2025

Agenda Item: 2026 Budget Work Session #3

Action Requested: Discussion of budget priorities in 2026.

Department: City Administration

Presented By: Steve Boyd, Yvette Gustad

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: This work session will focus on the public works budgets that Council has not yet been presented (water/wastewater, electric, landfill, trash and broadband), as well as several non-major governmental funds including the General Improvement District, Victim's Advocates Law Enforcement, Conservation Trust, Tourism, Workforce Housing, Marijuana Tax and Tobacco Tax.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: August 21, 2025 Minutes

Action Requested: August 21, 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
AUGUST 7, 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. 6:12 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, Public Information Officer Bryana Starbuck, Finance Director Yvette Gustad, Director of Operations Tim Bergman, and City Engineer Ryan Gordon.

Item 2. 6:30 Agenda Changes

There were none

Item 3 6:38 Councilor conflicts of interest

There were none

Item 4. 6:48 Council Announcements

Mayor Pro Tem Zalinski thanked new members of our boards and commissions. She also announced the KGWS Airport Exposition.

Mayor Dehm also thanked new members of our boards and commissions.

Councilor Smith announced the volunteer fair.

Item 5. 9:00 Citizens Appearing Before Council and Council Response (for items not on the agenda - comments limited to 3 minutes)

Mark Adler made a comment about pickle ball.

Mayor Pro Tem Zalinski responded.

Guillermina Garcia, Tina Gomez, Monica Muñiz, Estevan Montez, Louisa Alvarez, made comments about the Cavern Springs Mobile Home Park.

Councilor Schachter, Mayor Pro Tem Zalinski, Councilor Smith, City Manager Steve Boyd, and Mayor Dehm, responded.

Item 6. 42:30 Consent Agenda

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

Item 7. 42:52 Childcare Tax Presentation

Maggie Tiscornia, Coalition Director, and Rob Stein, Community Partner, presented.

Councilor Smith, Councilor Schmahl, Mayor Dehm, and City Manager Steve Boyd asked questions and made comments.

Item 8. 1:03:27 Project Updates

- a. Red Mountain North
- b. Blake Avenue
- c. 6th Street/North Landing
- d. West Glenwood Wave Park
- e. Ride Glenwood on Demand

Ryan Gordon, City Engineer, spoke on the items.

Councilor Townsley, Councilor Schmahl, Councilor Smith, Councilor Schachter, Mayor Dehm, and Mayor Pro Tem Zalinski asked questions and made comments.

Item 9. 1:25:55 Ordinance 2025-23; Amending the Collection Process for the Municipal Court. (First Reading)

City Attorney, Karl Hanlon, presented the item.

Mayor Dehm opened the item for council comments or questions.

There were none.

Mayor Dehm closed the item for public comments.

1:26:44 Councilor Schachter moved, seconded by Mayor Pro Tem Zalinski, to approve Ordinance 2025-23; Amending the Collection Process for the Municipal Court.

1:27:11 The motion passed unanimously.

Item 10. 1:27:15 Ordinance 2025-25; Updating Liquor and Marijuana Licensing Authority. (First Reading)

City Clerk, Ryan Muse, presented the item.

Mayor Dehm opened the item for council comments or questions.

There were none.

Mayor Dehm closed the item for public comments.

1:28:44 Mayor Pro Tem Zalinski moved, seconded by Councilor Weimer, to approve Ordinance 2025-25; Updating Liquor and Marijuana Licensing Authority.

1:29:07 The motion passed unanimously.

Item 11. 1:29:16 Council Comments

Councilor Schmahl made a comment about the Mountain Mobile Home Park.

Mayor Pro Tem Zalinski made a comment about a presentation called Less Traffic, More Community.

Mayor Dehm made a comment about the unhoused proposal. City Manager Steve Boyd responded. Mayor Dehm also made a comment about the Mitchel-Cooper water bill. City Attorney Karl Hanlon responded.

Item 13. 1:32:30 Report from City Administration

City Attorney Karl Hanlon acknowledged the collaboration with Garfield County as well as the citizens, commissioners and staff taking part in the hearing regarding the Shoshone water rights.

Councilor Schmahl asked a question.

Item 14. 1:37:26 Correspondence

There were letters from Colorado Cycling and The Meeting Place thanking the Council for grant funding.

Item 15. 1:38:00 Executive Session Regarding South Bridge

1:38:35 Councilor Zalinski moved, seconded by Councilor Weimer, 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.

1:39:22 The motion passed unanimously.

Item 16. Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Ordinance 2025-23; Amending the Collection Process for the Municipal Court. (Second Reading)
Action Requested:	Approval of Ordinance 2025-23
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	The Municipal Court Judge requested an update to the Municipal Code to clarify the collection process for unpaid fines. Legal drafted the attached ordinance to address the requested changes. This is a minor technical amendment to the Code.
Issues:	None.
Fiscal Impact:	None.
Legal Review:	Legal drafted.
Staff Recommendation:	Approval of second reading.

ORDINANCE NO. 23

Series of 2025

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

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

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

WHEREAS, Ordinance 14, Series of 2025 added Section 030.030.130 addressing Municipal Court collection of unpaid fines, penalties, and costs; and

WHEREAS, the Glenwood Springs Municipal Court has recommended amending Section 030.030.130 to define and limit reasonable costs of collection; and

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

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

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

Section 2. **Amendments.** Section 030.030.130 is hereby amended as follows with double underlined text added:

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

The Municipal Court may use any legal method to collect outstanding fines, penalties and costs including but not limited to the use of collection agencies. Reasonable costs of collection shall not exceed twenty-five (25) percent of the amount assigned for collection.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 21ST DAY OF AUGUST 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

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

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Ordinance 2025-25; Updating Liquor and Marijuana Licensing Authority. (Second Reading)
Action Requested:	Consider Ordinance 2025-25 that updates the code regarding the local liquor and marijuana licensing authority.
Department:	City Clerk
Presented By:	Ryan Muse
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	Section 020.030.030 of our municipal code references Colorado Revised Statute Title 12. However, the title in CRS that concerns marijuana and alcohol has been moved to title 44. Currently, the Authority has the title of "Liquor Authority". This ordinance also updates the title to include "Marijuana" since this position oversees marijuana licenses as well.
Issues:	None
Fiscal Impact:	None
Legal Review:	Legal drafted this ordinance.
Staff Recommendation:	Staff recommends passage on second reading.

ORDINANCE NO. 25

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 020.020.030 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING THE LOCAL LIQUOR AND MARIJUANA LICENSING AUTHORITY.

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 020.020.030(a) of the Glenwood Springs Municipal Code (the “Code”) addresses the powers and duties of the Local Liquor Licensing Authority; and

WHEREAS, the City Staff have recommended amending section 020.020.030(a) to reflect changes to the Colorado Revised Statutes (“C.R.S.”) regarding the local liquor licensing authority and to add marijuana licensing under the same authority; and

WHEREAS, the City Council finds and declares that the amendment of Section 020.020.030(a) of the Code regarding the Local Liquor and Marijuana Licensing Authority 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 020.020.030(a) is hereby amended as follows with double underlined text added and ~~strike through text~~ deleted:

020.020.030 Powers and duties of boards and commissions.

(a) *Local Liquor and Marijuana Licensing Authority.*

- (1) *Powers and duties of local liquor and marijuana licensing authority.* The Local Liquor and Marijuana Licensing Authority shall have the powers granted to local licensing authorities pursuant to C.R.S. Title ~~12~~ 44, Articles ~~46, 47~~, 3-5 and ~~48~~ 10-12, as amended.
- (2) *Temporary permits.* The City Clerk is hereby delegated the authority to issue temporary fermented malt beverage permits to license transferees, as authorized by C.R.S. § ~~12-46-106.5~~ 44-3-303(2), as amended, and temporary permits for any class of liquor license as authorized by C.R.S. §

~~12-46-106.5~~ 44-3-303(2), as amended. Each temporary permit shall authorize the transferee to continue selling fermented malt beverages and other licensed beverages in accordance with state law during the period in which an application to transfer is pending. The City Clerk may issue the temporary permit if: (a) the premises shall have been previously licensed by the State and the license is valid at the time the application for transfer is filed; (b) the application appears to be in order, an application for transfer of the appropriate license has been filed, all fees have been paid, the initial background check has been successfully completed, and the fingerprint cards have been completed; and (c) the application for the temporary permit is filed no later than thirty (30) days after the filing of the application for transfer and associated fees paid. No temporary permit issued by the City Clerk shall be for a period greater than one hundred twenty (120) days from the date of its issuance.

- (3) *Wine tastings.* The Local Liquor and Marijuana Licensing Authority is authorized to issue annual wine tasting permits pursuant to C.R.S. § ~~12-47-301~~ 44-3-301 with the following conditions: (a) All requirements of C.R.S. § ~~12-47-301~~ 44-3-301 have been met; and (b) Payment of an annual application fee of one hundred dollars (\$100.00); and (c) No more than one hundred four (104) wine tastings may be held during the term of any permit issued pursuant to this section; and (d) Permit holders shall notify the City Clerk and Police Department at least seven (7) days prior to any wine tasting.
- (4) *Rules, policies and procedures.* The Local Liquor and Marijuana Licensing Authority shall adopt rules, policies and procedures for the implementation of its duties and powers as those have been granted pursuant to C.R.S. Title ~~12~~ 44, Articles ~~46, 47, 3-5 and 48~~ 10-12, as amended.
- (5) *Report to city council.* The Local Liquor and Marijuana Licensing Authority shall be required to report on all actions taken with respect to the issuance of or control over liquor and marijuana licenses within the City to the City Council. Reports shall be made in a timely fashion to the City Council.
- (6) *Appeal to city council.* Any decision of the Local Liquor and Marijuana Licensing Authority may be appealed to the City Council within ten (10) calendar days, or at the next regularly scheduled meeting. City Council shall have the authority to sustain, modify or overturn the decision of the

Local Liquor and Marijuana Licensing Authority. In any event, the City Council shall direct the Local Liquor and Marijuana Licensing Authority to take a particular action. The Local Liquor and Marijuana Licensing Authority shall conform to the written direction of the City Council within ten (10) calendar days from the date of the written directive.

- (7) *Appeal to district court.* Any person applying to the District Court for review of a decision of the Local Liquor and Marijuana Licensing Authority shall apply for review within thirty (30) days of the decision of the Local Liquor and Marijuana Licensing Authority. The thirty-day period shall be inclusive of the appeal process to City Council as outlined in Subparagraph (5) above.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 21ST DAY OF AUGUST 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Marco Dehm, Mayor

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

ATTEST:

Marco Dehm, Mayor

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Colorado Association of Ski Town (CAST) Housing Position Statement
Action Requested:	Approval for Mayor to endorse this position statement with CAST.
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Protect and Preserve our Quality of Life Generate Sustainable Economic Development
Background Info:	Three legislative proposals would give local governments more tools and revenue options to address housing issues in the discretion of each local government and its residents. The proposals are: 1. Authorize local short-term rental taxes 2. Authorize local empty homes taxes 3. Authorize local real estate transfer fees with revenue being used for affordable housing
Issues:	This position statement is a gesture of support for individual municipalities to choose whether or not to implement one or more of these, subject in some cases to voter approval. A municipality may choose not to pursue any of the three, it simply provides the option.
Fiscal Impact:	None at this time.
Legal Review:	NA
Staff Recommendation:	Staff supports this position as it adds options for local governments without eliminating any alternatives or imposing any mandatory action.



MEMORANDUM

DATE: August 25, 2025

TO: CAST Membership

FROM: Shannon Haynes, CAST President

RE: 2026 Legislative Position Statement on Housing

Please find attached the CAST 2026 Colorado Legislative Position Statement on Housing. As you will see, the three legislative proposals would give local governments more tools and revenue options to address housing issues in the discretion of each individual local government and its residents. This statement is the same as the 2025 position statement.

The CAST board requests that each Colorado CAST member governing body consider lending its support to this position statement. It would be ideal to have this support **by September 5**. While each CAST member will find different value in the various proposals, by working in concert we demonstrate greater backing for the package as a whole and for our fellow local governments seeking to pursue one of these options. As in years' past, we intend to engage other partner organizations in the effort as described in the position statement, and as we work with others, these proposals may evolve or expand. As they do, our intent will remain to secure more opportunities to address our housing needs while preserving our existing means of serving and representing our communities.

Please email Margaret Bowes, mbowes@coskitowns.com with your jurisdiction's support by September 5.



COLORADO ASSOCIATION OF SKI TOWNS

2026 COLORADO LEGISLATIVE POSITION STATEMENT ON HOUSING

OVERVIEW: The Colorado Association of Ski Towns (CAST) represents the mountain resort communities throughout Colorado. Colorado's ski industry generates \$4.8 billion in annual economic output, supports more than 46,000 year-round equivalent jobs, and generates \$1.9 billion per year in labor income. ([RRC Associates](#)). The lack of available and attainable housing for employees in Colorado mountain resort communities has reached a crisis level which is directly impacting the provision of basic services as well as the ability to adequately staff and operate all businesses, from ski resort companies to local, small businesses. CAST supports targeted legislation to provide additional financial tools for Colorado mountain communities to address housing needs.

AUTHORIZE LOCAL SHORT-TERM RENTAL TAXES: Home rule municipalities, with the approval of their voters, have long been able to set a tax on short term rentals (STRs). CAST supports legislation to specifically authorize statutory counties and municipalities to refer short term rental taxes to the voters with the proceeds of such revenues to be dedicated to affordable workforce housing for the local community. Such taxes would not be imposed by the legislation. Rather, each community would be able to ask their local voters to consider such a tax.

AUTHORIZE LOCAL EMPTY HOMES TAXES CAST supports legislation to clearly allow municipalities and counties to refer residential empty homes taxes to their voters. Such taxes would not be imposed by the legislation. Rather, each community would be able to ask their local voters to consider such a tax. Census data shows residential vacancy rates soaring above 40% in some Colorado mountain towns facing acute housing shortages. Empty homes taxes, also known as vacancy taxes, incentivize homeowners to rent their homes to local residents rather than rent them at peak times and leave them empty most of the year. Additionally, this would disincentivize the use of homes as investments and result in a higher utilization as actual homes. This would help local jurisdictions capture the revenues normally generated through sales taxes from residents for services provided regardless of occupancy. Revenue from the tax would fund affordable workforce housing for the local community.

AUTHORIZE LOCAL REAL ESTATE TRANSFER FEES: The Colorado Constitution prohibits new *taxes* on the transfer of real estate, but the courts have long held fees to be different from taxes. CAST supports legislation to expressly allow municipalities and counties to adopt fees on the transfer of real estate, with the fee revenues to fund affordable workforce housing for the local community. Such fees would not be imposed by the legislation. Rather, each community would be able to adopt such fees at the local level. This can be a powerful tool; total revenues from legacy real estate transfer taxes in CAST member municipalities have risen above \$80 million annually.

CAST TO WORK WITH PARTNER ORGANIZATIONS: In supporting this position statement, CAST members support CAST seeking to work with the Colorado Municipal League; Colorado Counties, Inc.; Colorado Counties Acting Together; and any other organizations who agree to support these proposals, and members formally request these organizations and state legislators initiate and pursue this legislation on their behalf.

CONTACT INFORMATION: For more information please contact, Margaret Bowes, Executive Director, Colorado Association of Ski Towns, mbowes@coskitowns.com



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Memorandum of Understanding (MOU) with Wildfire Collaborative Roaring Fork Valley for the Natural Disaster Mitigation Enterprise (NDME) Grant
Action Requested:	Approval of the MOU
Department:	City Administration
Presented By:	Steve Boyd
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	On June 5, 2025 City Council approved the acceptance of a Colorado Division of Homeland Security & Emergency Management Natural Disaster Mitigation Enterprise Grant in the amount of \$641,286. The project is collaboratively led by the Roaring Fork Valley Wildfire Collaborative (RFVWC), City of Glenwood Springs, and Colorado State Forest Service (CSFS).
Issues:	The Glenwood Springs Wildfire Mitigation and Home Resilience Project will reduce wildfire risk, protect critical infrastructure, and improve long-term community resilience in 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows—two high-risk areas identified in the Garfield County Community Wildfire Protection Plan. This MOU with the WCRFV will allow WCRFV to conduct advanced wildfire modeling on the ThreeMile and FourMile areas in alignment with the goals of the grant. The deliverables of this MOU are: wildfire modeling, 368 acres of treated land with reduced hazardous fuels, defensible space and mitigation strategies to property and infrastructure owners, comprehensive monitoring and evaluation reports, and regular community engagement and education materials. This is a three year grant and MOU that ends in 2027.
Fiscal Impact:	This is a grant-funded project with some administrative oversight costs. The City's allocation is \$137,600 from the Fire/EMS fund.
Legal Review:	Legal will review the MOU.
Staff Recommendation:	Approval of the MOU.



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

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

Project Details & Goals

1. Project description and funding outcomes. The Glenwood Springs Wildfire Mitigation and Home Resilience Project will reduce wildfire risk, protect critical infrastructure, and improve long-term community resilience in 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows—two high-risk areas identified in the Garfield County CWPP. These locations face extreme wildfire threats due to dense fuels, steep terrain, and limited evacuation routes. Wildfire risk in Glenwood Springs continues to escalate due to climate change and increasing fuel loads. Without proactive mitigation, these areas remain vulnerable to catastrophic fire, threatening homes, water infrastructure, and emergency access. The project will implement 368 acres of fuels reduction, including mastication, thinning, and roadside clearing, while also conducting up to 170 home wildfire risk assessments, and up to 100 defensible space plans to reduce structural ignitability.

This investment will have lasting benefits by creating strategic fuel breaks, improving emergency evacuation routes, and creating defensible space, ultimately reducing the likelihood of severe fire impacts. Over time, these treatments will lower suppression costs, decrease post-fire erosion, and safeguard watersheds. The project strengthens community preparedness by engaging residents in mitigation efforts and reinforcing long-term maintenance strategies through partnerships with local HOAs, fire agencies, and homeowners.

We are able to bring substantial funding to the table for this shovel-ready project but need to raise an additional \$641,286 to move forward. We have not been able to secure the remaining funds from the town, county, grants, or private donations and without these funds, we cannot move the project forward. This project is an incredible opportunity, not just for this area but for broader wildfire and watershed resilience efforts in Glenwood Springs, and securing funding is essential to ensuring these wildfire mitigation efforts are implemented to protect the community.

2. Specify the disaster risk to be mitigated including descriptions of similar disasters.

Wildfire (extremely high risk) is the primary disaster risk being mitigated, with additional risks to be mitigated include flooding (extremely high), landslide/debris flow/rockfall (moderate), and erosion (low). The project area in Glenwood Springs is at a critical risk of wildfire due to dense vegetation, steep terrain, and limited evacuation routes. Because of this risk, the area is also considered at risk of post-fire hazards including flooding, landslide, and erosion, showing as the highest risk level in the [Statewide Post-Fire Susceptibility Assessment map](#).

The 3-Mile/Mountain Springs Ranch and 4-Mile/Oak Meadows areas are identified in the Garfield County CWPP as particularly vulnerable to extreme fire behavior and post-fire hazards. The region has a history of destructive wildfires, including the Grizzly Creek Fire (2020), which burned over 32,000 acres adjacent to Glenwood Springs, leading to severe post-fire impacts such as flooding, debris flows, and repeated closures of Interstate 70—the area’s primary evacuation route. Without proactive mitigation, future wildfires could result in catastrophic losses to life, property, and water infrastructure, emphasizing the urgent need for hazardous fuels reduction and defensible space treatments in these high-risk communities.

3. How will mitigation project protect lives, property, and economy from future disasters?

This project will directly reduce wildfire intensity and spread, protect evacuation corridors, and create defensible space around homes. Treatments will improve firefighter access and protect

critical infrastructure, reducing the likelihood of catastrophic losses. Reducing hazardous fuels will help prevent post-fire debris flows that could damage water systems and roadways.

The project areas were chosen to reduce the hazard risk to vulnerable populations in areas that lack both cell phone coverage and alternative warning systems, where the risk is the highest and evacuation is a significant concern. More broadly, the region is increasingly vulnerable to climate change, with rising temperatures, prolonged drought, and drier vegetation creating more frequent and intense wildfires, coupled with a rapidly growing WUI population that increases exposure to wildfire risks. This project is a proactive adaptation strategy, ensuring that residents, emergency responders, and essential services are better protected as wildfire conditions worsen.

4. Describe all components of the proposed disaster mitigation project and partnerships.

This project consists of hazardous fuels reduction, home wildfire risk assessments, and defensible space planning and creation. The project includes 1) 368 acres of fuels reduction, utilizing mastication, thinning, and roadside clearing to improve ingress/egress and create defensible space along 3-Mile and 4-Mile Roads and 2) up to 170 home wildfire risk assessments and 100 defensible space plans completed and enacted to help residents reduce structural ignitability and better prepare for wildfire risk. County, city, and local data and collaboratively led planning (including county and fire protection district CWPPs, USFS PODS lines, and state HMPs) show that these components will lead to successful wildfire and post-fire risk reduction.

The project is collaboratively led by the Roaring Fork Valley Wildfire Collaborative (RFVWC), City of Glenwood Springs, and Colorado State Forest Service (CSFS). These organizations have and will continue to collaborate with local HOAs, landowners, officials, and fire experts to ensure effective implementation. The project area is on private land and along city and county roads within the right-of-way, so NEPA is not required. Regardless, we will adhere to necessary permitting and will secure right-of-entry agreements from all homeowners and other parties.

Several challenges may arise throughout the project. Steep terrain in some areas may require hand-thinning instead of mastication, increasing implementation complexity. Additionally, continued collaboration with homeowners and landowners is needed to ensure private properties are treated effectively and in alignment with the overall mitigation strategy. Despite these challenges, this project is structured to maximize risk reduction, protect homes and essential infrastructure, and enhance Glenwood Springs' long-term wildfire resilience.

5. How is the project cost effective, feasible, science-based, and ecologically sound? This project is designed to be cost-effective, technically feasible, science-based, and environmentally sound, incorporating climate science and future wildfire risk projections into its mitigation strategy. The approach is informed by CSFS best practices and local wildfire risk modeling, ensuring treatments are both effective and ecologically sustainable. The planned fuels reduction work prioritizes high-risk areas identified through the Garfield County CWPP and WRAP, utilizing mastication, thinning, and roadside clearing to reduce hazardous fuels and create defensible space while maintaining a natural landscape. Treatment prescriptions are tailored to local vegetation types, terrain, and projected fire behavior modeling, ensuring that efforts reduce wildfire risk without compromising ecosystem health. Additionally, by working with experienced fire mitigation contractors and leveraging climate-informed data from CSFS and USFS, the project remains cost-effective, using the most efficient treatment methods to

maximize impact within budget constraints. The environmental sustainability of this project is a top priority, with treatments designed to reduce wildfire severity, protect watershed health, and improve habitat resilience amid increasing drought and fire-prone conditions.

6. Describe how project success will be measured and documented. Success will be measured through specific, quantifiable outcomes, including the acres treated, improvements in fire risk along emergency evacuation routes, and homeowner participation in mitigation efforts. A total of 368 acres will undergo fuels reduction treatments, with progress tracked through GIS mapping, contractor reporting, and field verification to confirm completion. Up to 170 home wildfire risk assessments and 100 defensible space plans will be developed, with participation rates documented and follow-ups conducted to assess implementation. Success will be further measured through before-and-after site photos, homeowner engagement metrics, and detailed monitoring reports evaluating changes in vegetation density and fire behavior modeling. Post-treatment evaluations will assess whether fuel reduction efforts have measurably decreased wildfire risk, using on-the-ground inspections and data comparisons with pre-treatment conditions. This timely and detailed documentation ensures that project outcomes are achievable, relevant to wildfire risk reduction goals, and adaptable for future mitigation efforts.

7. How will the project improve the resilience of local communities? As climate change increases the frequency and severity of wildfires, this project helps Glenwood Springs adapt by reducing hazardous fuel loads, strengthening evacuation infrastructure, increasing public engagement in wildfire mitigation, and proactively addressing post-fire hazards. The project directly supports community resilience by reducing the likelihood of catastrophic wildfire impacts, protecting homes, and safeguarding critical water infrastructure that serves the region. It provides targeted benefits to underserved populations in a high-risk area, particularly low-income residents and seniors, who may lack the financial resources or physical ability to complete defensible space work on their own. Without mitigation, these groups face greater risk of loss, displacement, and difficulty evacuating in an emergency. By ensuring that wildfire mitigation efforts reach the most vulnerable residents, this project reduces disparities in disaster risk and improves overall community resilience.

Potential co-benefits include enhanced ecosystem health, protection of local water sources, and a stronger culture of wildfire preparedness among residents, all of which contribute to a more sustainable and resilient region. The project also supports economic stability by reducing the likelihood of wildfire-related business disruptions and property losses, which disproportionately impact lower-income workers. Additionally, proactive wildfire mitigation helps maintain and protect recreational areas and tourism assets, which are vital to the local economy and a key driver of employment in Glenwood Springs. By addressing both immediate wildfire risks and long-term environmental and economic challenges, this project strengthens the entire community's ability to withstand and recover from natural disasters.

8. How does the project align with the Colorado Enhanced State Hazard Mitigation Plan? This project aligns with key hazard mitigation plans at the state, county, and local levels. It directly supports the Colorado Enhanced State Hazard Mitigation Plan, which prioritizes wildfire mitigation, WUI risk reduction, and watershed protection. It also advances the Garfield County CWPP's goal of treating high-risk WUI areas and reducing hazardous fuel loads and specifically

targets the highest-risk areas identified in that plan. Additionally, it is integrated into the Wildfire Ready Watersheds Action Plan (WRAP), ensuring that wildfire mitigation efforts align with regional watershed protection strategies. By addressing these overlapping priorities, this project enhances Glenwood Springs' ability to prevent and mitigate wildfire disasters in a coordinated, strategic manner.

9. How have you collaborated with underserved communities? Community engagement has been a core component of this project from its inception, with a specific focus on underserved populations, including lower-income residents and seniors who may be disproportionately impacted by wildfire hazards. The 3-Mile Mobile Home Park, Mountain Springs Ranch, Oak Meadows HOAs were specifically consulted during the project's development to ensure that mitigation efforts would address their needs and vulnerabilities.

During the planning phase, project leaders conducted outreach meetings with local HOAs, fire agencies, and community organizations to gather input on concerns, evacuation challenges, and barriers to mitigation efforts. In these meetings, residents identified key priorities, such as improving emergency access, increasing awareness of wildfire risk, and securing resources to help property owners complete defensible space work. This feedback directly shaped the project's scope by prioritizing evacuation route improvements and ensuring funding for home wildfire risk assessments and defensible space planning at no cost to homeowners. Additionally, project planners worked with local fire districts to assess risks specific to these communities and integrate their needs into the mitigation strategy.

The project includes a long-term engagement plan to ensure ongoing collaboration with the community throughout its implementation. This includes continued outreach and engagement events to inform, gather feedback, and adjust as necessary. Residents will be encouraged to participate in post-treatment evaluations to assess the effectiveness of fuels reduction efforts and help refine future wildfire mitigation strategies. Regular project updates will be shared through newsletters, community bulletins, social media, and direct outreach to ensure transparency. By maintaining an open feedback loop with the community, this project ensures that wildfire mitigation efforts remain responsive, inclusive, and tailored to the needs of those most at risk.

Budget and Milestones

Budget Category	Total Cost	Match Funds	Match Source
Personnel	\$451,464	\$200,000	COSWAP
Supplies / Software	\$33,500	\$0	n/a
Mileage	\$3,024	\$0	n/a
Contractual	\$779,300	\$484,300	COSWAP
Indirect at 10% de minimis	\$126,728	\$68,430	COSWAP
TOTAL	\$1,394,016	\$752,730	n/a

- Personnel: Hourly work for 3 positions: 1,176 hours each for Emergency Service Coord. (GWS Fire) and Executive Dir. (RFVWC) at \$65/hour and 4,320 hours at \$45/hour for Wildfire Resilience Coord. (RFVWC), totaling \$347,280 for three positions across three years. Fringe benefits at 30% additional (\$104,184). Personnel totals \$451,464.
- Supplies/Software: MacBook laptop (\$1,500), two iPads (\$1,000 each), and three years access to FireAside software (\$10,000/year) to support home risk assessments.
- Mileage: Mileage for site visits at 3 trips/month x 40 miles x 3 years = 4320 miles at \$0.70/mile, totaling \$3,024.
- Contractual: Competitive bidding to subcontract for fuels reduction: roadside clearing: 107ac at \$2,500/ac (\$267,500), shrub mosaic mx: 204ac at \$700/ac (\$142,800), hand work on 7ac at \$3,000/ac (\$21,000). D-space treatments on 100 homes at \$3,000/home (\$300,000). CSFS mapping and prescription planning at \$48,000. Estimates based on rates verified via December 2024 bid collection.

11. Identify any major risks to the project budget and contingency plans. Budget risks include rising contractor costs and staffing shortages and unforeseen regulatory requirements. To control costs, competitive bidding and early contractor engagement will ensure efficient pricing, while prioritizing high-risk areas first guarantees the most critical work is completed within budget. If additional funds are needed, in-kind contributions and volunteer work crews may be engaged. By monitoring expenditures closely and remaining flexible, the project is designed to stay within budget while maximizing impact.

12. Explain the timeline to spend the budget and risks to timeline. The project budget will be spent over a three-year timeline, with phased implementation to ensure efficiency flexibility. Year 1 will focus on planning, permitting, and community engagement, including finalizing treatment prescriptions, conducting risk assessments, and competitive bidding for contractors. Year 2 will begin fuels reduction treatments in priority areas. Year 3 will complete treatments, conduct evaluations, and begin maintenance to ensure long-term effectiveness.

Several risks could impact the timeline, but contingency measures are in place. Weather delays from heavy snow, rain, or fire restrictions will be managed by adjusting schedules and using alternative methods like hand-thinning. Contractor shortages will be mitigated by early RFPs and leveraging partnerships with CSFS and local fire districts. Regulatory approvals will be streamlined by initiating compliance in year one. Since resident participation is key for home risk assessments and defensible space, ongoing outreach and homeowner support will ensure engagement. Proactive planning will keep the project on schedule and ensure effective use of grant funds.



COLORADO

Division of Homeland Security & Emergency Management

Department of Public Safety

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

May 1, 2025

251NDMECGS

City of Glenwood Springs

Steve Boyd, City Manager

101 West 8th Street

Glenwood Springs, CO 81601

Dear Steve Boyd:

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

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

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

Ilima Kane, Administrator



COLORADO

Department of Public Safety

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

Jared Polis, Governor | Stan Hilkey, Executive Director

State of Colorado Intergovernmental Grant Agreement

Cover Page

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

Grant Purpose

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

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

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

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

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

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

Principal Representatives

For the State:

Ilima Kane

Natural Disaster Mitigation Enterprise

9195 E. Mineral Avenue,

Centennial, CO 80112

For Grantee:

Mina Bolton

City of Glenwood Springs Fire Department

101 W 8th Street

Glenwood Springs, CO 81601

Angie Davlyn

Roaring Fork Valley Wildfire Collaborative

130 Shadowwood Lane

Carbondale, CO 81623

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

Version: 11/2024

Signature Page

The Signatories Listed Below Authorize this Grant

Grantee
City of Glenwood Springs

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

By: Joseph Deras, Chief of Public Safety

Date: _____

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

Date: _____

Commented [IK2]: Please complete this section

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

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

Effective Date:_____

Version: 11/2024

Table of Contents

1. Grant	1
2. Terms	1
3. Statement of Work	4
4. Payments to Grantee	4
5. Reporting - Notifications	5
6. Grantee Records	5
7. Confidential Information - State Records	6
8. Conflict of Interest	8
9. Insurance	9
10. Breach of Agreement	9
11. Remedies	9
12. Dispute Resolution	12
13. Notices and Representatives	12
14. Rights in Work Product and Other Information	12
15. Governmental Immunity	13
16. General Provisions	13
17. Colorado Special Provisions (Colorado Fiscal Rules 3-3)	15
Exhibit A, Statement of Work	
Exhibit B, Sample Option Letter	
Exhibit C, Budget	

Version: 11/2024

18. Grant

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

19. Term

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

Definitions

The following terms shall be construed and interpreted as follows:

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

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

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

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

20. Statement of Work

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

21. Payments to Grantee

A. Maximum Amount

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

B. Reimbursement of Grantee Costs

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

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

C. Close-Out.

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

22. Reporting - Notification

A. Performance and Final Status

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

B. Violations Reporting

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

23. Grantee Records

A. Maintenance and Inspection

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

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

B. Monitoring

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

C. Final Audit Report

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

24. Confidential Information-State Records

A. Confidentiality

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

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

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

25. Conflict of Interest

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

26. Insurance

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

27. Breach of Agreement

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

28. Remedies

A. State’s Remedies

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

I. Termination for Breach

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

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

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

a. Obligation and Rights

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

b. Payments

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

c. Damages and Withholding

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

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

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

f. Collection of Unallowable Costs (2 CFR 200.410)

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

B. Grantee's Remedies

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

29. Dispute Resolution

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

30. Notices and Representatives

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

31. Rights in Work Product and Other Information

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

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

32. Governmental Immunity

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

33. General Provisions

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

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

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

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

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

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

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

C. Governmental Immunity.

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

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

D. Independent Contractor.

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

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

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

Exhibit A, Statement of Work

1. GENERAL DESCRIPTION OF THE PROJECT(S).

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

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

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

2. ADMINISTRATIVE REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

2.5 Additional Administrative Requirements: None.

3. REPORTING REQUIREMENTS:

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

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

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

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

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

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

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

4. PAYMENT:

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

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

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

Colorado Department of Public Safety, Natural Disaster Mitigation Enterprise

Attn: EDO Accountant

700 Kipling Street, Suite 4000

Lakewood, CO 80215

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

5. TESTING AND ACCEPTANCE CRITERIA:

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

Exhibit B, Sample Option Letter

State Agency

Natural Disaster Mitigation Enterprise

Grantee

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

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount**Initial Term**

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

Extension Terms

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

Option Letter Number

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

Original Agreement Number

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

Option Agreement Number

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

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

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

Required Provisions:

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

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

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

Option Effective Date:

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

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

Date: _____

By: _____

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

Commented [IK3]: Match to signature page

Option Effective

Date: _____

Exhibit C, Budget

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

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



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	Award Request for Proposal 2025-35P Glenwood Springs Crack Seal Yearly Maintenance
Action Requested:	Council Approval to Award Request for Proposal 2025-35P Glenwood Springs Crack Seal Yearly Maintenance to Valley Pavement Maintenance for \$140,000.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The city Streets and Public Works Department completes preventative maintenance in the way of crack sealing along roadways each year. This year the plan includes approximately 50,000 pounds of sealant work on multiple roadways within the city. The lowest qualified bidder this year is Valley Pavement Maintenance, who has completed the crack seal work for the last 3 years in the city, at \$140,000 to include crack seal, mobilization, and traffic control.
Issues:	None
Fiscal Impact:	The 2025 budget includes these fees within the Street and Infrastructure Tax.
Legal Review:	None at this time.
Staff Recommendation:	Staff is recommending Council Approve the Award Request for Proposal 2025-35P Glenwood Springs Crack Seal Yearly Maintenance to Valley Pavement Maintenance for \$140,000.



Asphalt Repair and Maintenance
CONTRACT

Proposal submitted to: _____ Date: 8/27/2025
Name: City of Glenwood Springs Contact: Ryan Muse Phone: 970-384-6400
Address: 101 W 8th St Glenwood Springs CO 81601 Email: ryan.muse@cogs.us Cell # 0

VALLEY PAVEMENT MAINTENANCE agrees to furnish all materials for the work specified below on premises located:

Job Name and Address: Glenwood Crackseal 101 W 8th St Glenwood Springs, CO 81601

VALLEY PAVEMENT MAINTENANCE Representative: Josh Blythe Cell ph. 720-341-7637 Email: Josh@valleypavement.com

We hereby submit specifications and estimates for: Proposal # 25-166

ITEM #	Description	Quantity/ Unit	Unit Price	Total
1	CRACK SEALING Clean all cracks 1/4" or wider prior to crack sealing Crack Seal specified pounds of cracks with hot pour rubberized crack sealer. Transition crack seal (concrete to asphalt) joints will be sealed unless otherwise stated. Transition crack seal (concrete to asphalt) will overlap onto concrete to ensure proper seal Crack Seal will not be placed against vertical curb unless directed by the customer. Crack Seal will not be applied to heavily saturated oil spots SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. THIS SERVICE IS NOT A LEVELING COURSE FOR CRACKS ALLIGATORING AREAS WILL NOT BE CRACK SEALED. *EXCLUDES HOT AIR LANCE *INCLUDES TAFFIC CONTROL	50,000 LBS	\$2.80	\$140,000.00

* CUSTOMER MUST CANCEL OR RESCHEDULE THE PROJECT VIA EMAIL AT LEAST 10 DAYS IN ADVANCE
IN ORDER TO AVOID A CANCELLATION FEE OF 10% OF CONTRACT VALUE. CUSTOMER WILL BE
CHARGED ADDITIONAL MOB (NOT PLANNED) IF THE CREW ARRIVES ON-SITE BEFORE CANCELLATION

Total (Labor and Materials) \$140,000.00
Payment is due upon completion of work.

CUSTOMER RESPONSIBILITY:

- | | |
|--|--|
| * Irrigation Shut Off 24 hours prior to work & 36 hours after completion | * Tenant Notification |
| * Towing of Vehicles and fees related | * Scheduling of Deliveries, Mail, and Trash Removal |
| * Security for Vandalism | * Staying off of work area until cones/tape is removed |
| * Relocation of Dumpsters | |
| * Customer is responsible for any exclusions listed on quote if required or unless otherwise noted | |

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

- | | |
|--|-----------------------------------|
| * Engineering, Inspections, Testing | * Surveying and grade staking |
| * Weather Protection | * Permit fees |
| * Towing of Vehicles | * Street Signs |
| * Future Weed Growth Warranty | * Tenant Notification |
| * Storm water management plan or implementation. | * Utility Adjustments |
| * Prime coat | * Erosion control implementation. |
| * Curb Painting | * Security for Vandalism |
| * Patching Warranty | * Epoxy Traffic paint |

Submitted by:

By: Josh Blythe

Josh Blythe, VALLEY PAVEMENT MAINTENANCE, LLC
E-mail: Josh@valleypavement.com

Accepted by:

Authorized Party, CUSTOMER/PURCHASER

(Date)

By signing Page 1 of this contract, I also acknowledge that I have reviewed and understand the
a Packet Page 01 conditions contained on Page 2 of this contract.

VALLEY PAVEMENT MAINTENANCE, LLC

3186 Mesa Ave

Grand Junction, Colorado 81504

Website: www.valleypavement.comEmail: Josh@valleypavement.com**Asphalt Repair and Maintenance****CONTRACT TERMS AND CONDITIONS****VALLEY PAVEMENT MAINTENANCE, LLC hereinafter referred to as 'VPM' or 'Contractor'****Effective: 1/1/2025****Customer/Purchaser or Owner hereinafter referred to as 'Customer'**

1. This Contract including the terms and conditions that follow, supersedes any prior understanding or Agreement between the parties.
2. Any representation not specified in this Contract is waived. No representative of the Contractor, VALLEY PAVEMENT MAINTENANCE, LLC (VPM), has the authority to modify this agreement in any form.
3. Any modifications or amendments to this Contract shall be in writing and signed by both an authorized Agent of VPM and the CUSTOMER.
4. VPM provides a one (1) year warranty on workmanship and materials on all items contained in this Contract (excluding patching), unless noted otherwise in this Agreement.
5. VPM cannot guarantee drainage on existing, or proposed, areas with a slope of less than 2%.
6. The parties agree that in the event of breach of warranty, the liability of VPM shall be limited to the costs of replacing the defective work.
7. VPM will have no liability for any damage to the structure, or its contents, floors, carpets, concrete or walkways resulting from tracking of materials (sealcoat, crack seal, asphalt, tar or concrete) if caused by others not related to, or by, employees of VPM.
8. VPM is not liable or responsible in any way for unforeseen conditions including but not limited to wrongly marked utilities or abandoned utilities, unstable subgrade, vegetation, or frost in the subgrade. VPM will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
9. VPM is not responsible for damage caused by; vandalism, de-icing agents, scarring or marking of completed work unless such damage is directly caused by VPM employees/equipment.
10. VPM is not liable for normal wear and tear nor bodily injury from normal wear and tear of product/work.
11. All warranties are void if the Contract is not paid in full and on-time.
12. If payment under this Contract is not made when due, VPM may suspend any or all work on the job. Billing will reflect actual quantities placed/installed.
13. Any failure to make payment under this Contract is subject to a lien claim to be enforced upon the property according to current lien laws.
14. VPM shall not be liable for delays or damages resulting from causes beyond VPM control, including: acts of God, severe weather, public disturbances, materials/ supply shortages and/or delays, subcontractor or labor shortages.
15. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of the work to assure work area is available for work to be completed per Contract.
16. If any provisions of this agreement are modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible.
17. The CUSTOMER and VPM agree that this Contract will be governed by the laws of the state of Colorado, irrespective of any conflict of legal provisions, and that venue for any dispute or litigation shall be only in Mesa County, Colorado.
18. VPM will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
19. In the event the amount of this Contract is not paid in full at 31 days from completion the account shall be in default, unless other specific arrangements are agreed upon with an VPM officer.
20. The CUSTOMER agrees to hold VPM harmless from any costs or expenses incurred in the collection of payment on this account including, but not limited to, collection fees, attorney's fees, court costs, etc. CUSTOMER further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
21. This Contract shall become binding when signed by VPM representative and CUSTOMER.
22. Email or Text Message authorization or electronic signature by the CUSTOMER is accepted as binding by VPM.
23. CUSTOMER, by entering into a contract with VPM, agrees to allow VPM personnel and equipment to access it's property including pre-job, job execution, post-job inspections/warranty work/work disputes, through and including until final payment is made to VPM.
24. Proposal and prices quoted are guaranteed for 14 days. Signed contracts: After 30 days VPM reserves the right to adjust pricing.
25. The Contractor and Customer/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes: 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination.

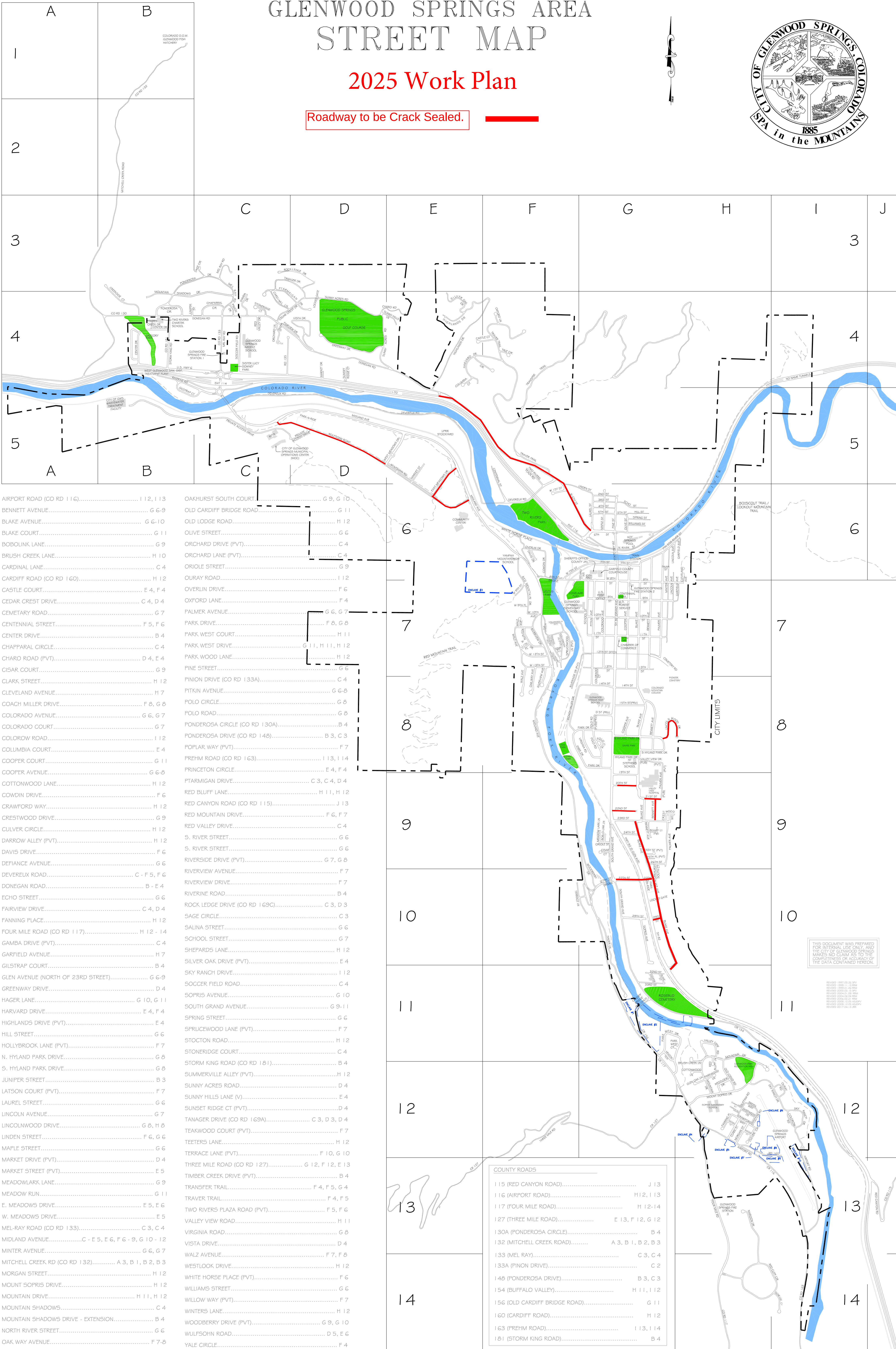
Additional Notes

- * All services are weather permitting.
- * This work is priced for weekdays only-unless otherwise noted on quote. If weekend or night work is required, call for price adjustment.
- * Vehicles, scheduling of deliveries and trash removal trucks are required to be removed from work area to accommodate work, and allow for proper cure time for the product installed in the work area.
- * If VPM must truck over existing asphalt and/or concrete to complete the work VPM shall not be held liable or responsible for damage to existing lot or pavement/concrete due to required trucking.
- * VPM cannot guarantee pavement surface treatments or traffic paint adherence between October 1st and April 1st, any year, if surface temperatures are not within manufacturer product specifications.

GLENWOOD SPRINGS AREA
STREET MAP

2025 Work Plan

Roadway to be Crack Sealed.



COUNTY ROADS	
115 (RED CANYON ROAD).....	J 13
116 (AIRPORT ROAD).....	H 12, I 13
117 (FOUR MILE ROAD).....	H 12-14
127 (THREE MILE ROAD).....	E 13, F 12, G 12
130A (PONDEROSA CIRCLE).....	B 4
132 (MITCHELL CREEK ROAD).....	A 3, B 1, B 2, B 3
133 (MEL RAY).....	C 3, C 4
133A (PINON DRIVE).....	C 2
148 (PONDEROSA DRIVE).....	B 3, C 3
154 (BUFFALO VALLEY).....	H 11, I 12
156 (OLD CARDIFF BRIDGE ROAD).....	G 11
160 (CARDIFF ROAD).....	H 12
163 (PREHM ROAD).....	I 13, I 14
181 (STORM KING ROAD).....	B 4



PROCLAMATION

Celebrating the 140th Anniversary of Glenwood Springs

WHEREAS, Glenwood Springs, Colorado, was officially incorporated in 1885, and has since grown into a vibrant and diverse community known for its natural beauty, rich history, and welcoming spirit;

WHEREAS, the residents of Glenwood Springs have demonstrated resilience, innovation, and a strong sense of community, working together to preserve the city's heritage and character while embracing progress and development;

WHEREAS, Glenwood Springs is renowned for its stunning hot springs, scenic landscapes, and outdoor recreational opportunities, attracting visitors from around the world and contributing to the city's economic vitality;

WHEREAS, the city has made significant contributions to the cultural, educational, and economic fabric of the region, fostering a high quality of life for its residents and future generations;

WHEREAS the 140th anniversary of Glenwood Springs provides an opportunity to reflect on the city's past achievements, celebrate its present successes, and look forward to a bright and prosperous future.

THEREFORE, BE IT RESOLVED, I, Marco Dehm, Mayor of Glenwood Springs in the State of Colorado, do hereby proclaim September 4, 2025 as a day of celebration in honor of the 140th anniversary of the City of Glenwood Springs, Colorado, and encourage all residents and visitors to join in commemorating this historic milestone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Glenwood Springs, Colorado to be affixed, this 4th day of September, in the year 2025.

Marco Dehm, Mayor of the City of Glenwood Springs



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Communications & Engagement Update

Action Requested: None at this time.

Department: City Administration

Presented By: Bryana Starbuck

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: This is a periodic update on the City's ongoing internal and external communications.

Ideal Cycle of Community Communication

Communication is at the heart of providing an efficient and responsive city government. When we share timely, accurate and clear information to engaged audiences, it improves community discourse. This facilitates a more transparent, constructive and collaborative environment to make decisions. Residents feel they can trust city leaders to consider all feedback and make the best decisions possible. And the feedback received by residents informs better public services and governance.

This is a cycle that must repeat consistently to ensure the best outcomes for all. This is why our core communication strategies are:

- Build engaged audiences
- Meet people where they are at
- Connect via trusted voices
- Make information accessible

A more detailed look at communication goals, priorities, strategies and more is available in the City's Strategic Communication Plan (adopted in 2024).

Email and Text Direct Messages

The most reliable way for messages of the city to be received by members of the public is by direct messages – emails, text messages, or mailed information. Each of these options typically requires more explanation than can be sent in an effective communications piece and requires expanded information on our website.

City staff is currently in the process of unifying multiple email marketing lists and tools (Newsflash, CivicSend, OPS, Outlook, Excel) into one database and platform – MailChimp. Most lists have been added, but some technical steps are still to be completed later this year to enable a full transition.

Members of the community can sign up for various interest lists at cogs.us/info. If someone would like to check their subscriptions, please have them contact Communications & Engagement Officer Bryana Starbuck at 970-384-6441 or bryana.starbuck@cogs.us.

Digital Audit

By the numbers

Metric	2024	2025 (as of August 28)
Unique Users – cogs.us	162k	116k
Pageviews – cogs.us	465k	331k
Email & Text Subscriptions	2,048	2,082
Total Mailchimp Email Subscribers	--	10,004
Mailchimp Average Open Rate	--	35.2% - Parks and Recreation bi-monthly newsletter
Facebook Followers - City	7.3k	7.8k
Facebook Español Group Members	--	1.4k
Facebook Followers - PD	--	12k
Facebook Followers - Fire	--	12k
Facebook Followers – Parks & Rec	--	4.5k
Instagram Followers - City	3.4k	3,871
Instagram Followers - PD	--	239
Instagram Followers – Parks & Rec	--	1,962
YouTube Subscribers - City	196	227
WhatsApp Followers	--	173
Nextdoor Neighbors	--	3k
LinkedIn Followers	--	636

Top Searches for cogs.us

TOP SEARCHES	2024	2025 (year-to-date)
1	sales tax	epayment center
2	trash	jobs
3	yard waste drop-off	yard waste drop-off
4	gis	sales tax
5	leaf collection site	municipal code
6	zoning map	yard waste
7	jobs	pay as you throw
8	landfill	staff directory
9	pay as you throw (trash and recycling) service	trash
10	budget	contractor license

Top Pages Viewed for cogs.us

TOP PAGES VIEWED	2024	2025 (year-to-date)
1	Pay	Jobs
2	Jobs	Search
3	Search	Pay
4	Utility Customer Portal	Newsflash Alerts
5	Fourth of July Celebration	Fourth of July Celebration
6	Ride Glenwood Springs	Ride Glenwood Springs
7	Landfill	Staff Directory
8	Agendas & Minutes	Ride Glenwood Springs On-Demand
9	Accessibility Resources	Landfill
10	Staff Directory	Building Department

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation Continue to encourage members of the community to sign up for city news and alerts, available by email or text, by visiting cogs.us/info.

:



Communications & Engagement Updates

September 4, 2025 City Council Meeting

Bryana Starbuck, Administration Department

Ideal Cycle of Community Communication

The more effective our communications are, the better outcomes we will see in:

- Transparency
- Community Trust
- Participation
- Collaboration
- Decision-making



Core Communications Strategies

Build engaged audiences

Meet people where they are at

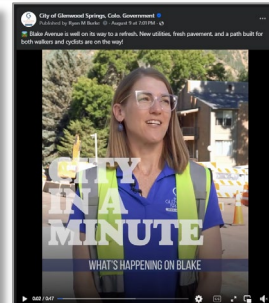
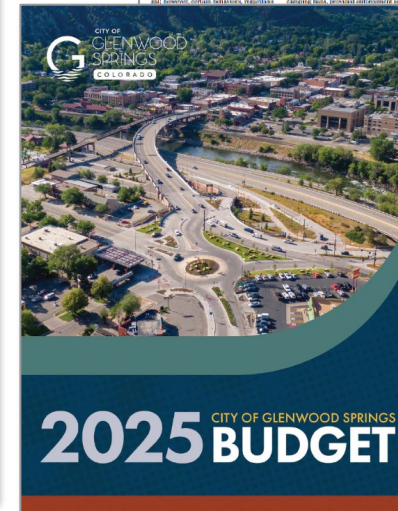
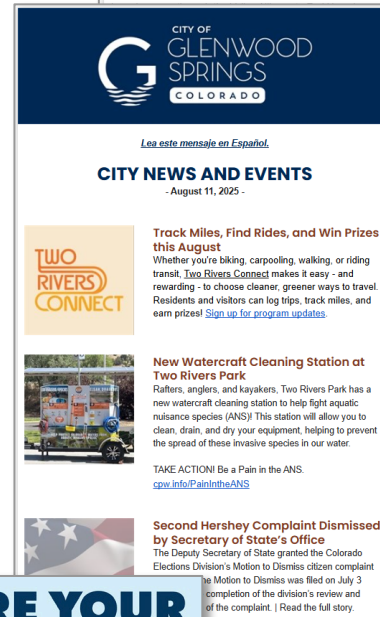
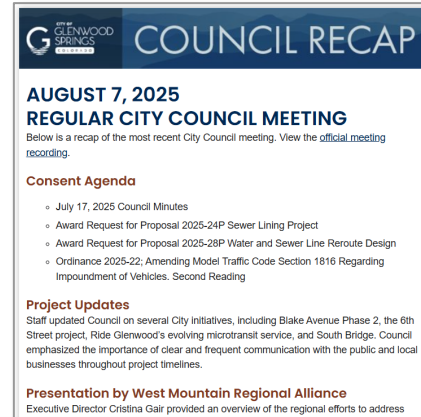
Connect via trusted voices

Make it accessible



Slate Communications

- Strategic Communications & Engagement Consultant
 - Collaboration
 - Project management
 - Graphic design
 - Videography
- Key contributions
 - Strategic Communications Plan
 - Editorial
 - Newsletter
 - City Council Recaps
 - Capacity & Efficacy



Big “behind the scenes” communications projects



Packet Page 102



Internal Communications

- Biweekly council and staff updates
- Quarterly staff virtual call
- In-person quarterly gatherings
- Chapman Caring Workplace
- VueWorks



Communications Projects

- Digital accessibility (HB 21-1110)
- Email and Text Messaging System
- Parks and Recreation marketing plan/procedures
 - Programs & Community Education
 - Activities, Events
 - Dog waste, Trail etiquette, Tree care, etc.
- Community Benchmark Survey
 - National Community Survey - October



STAY INFORMED



Sign up for City of
Glenwood Springs
email and text updates
at **cogs.us/info**

MANTÉNGASE INFORMADO

Inscríbase para recibir correos electrónicos y
mensajes de texto actualizados de la Ciudad
en Español en **cogs.us/info**

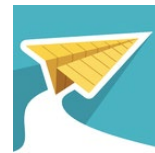
EMERGENCY ALERTS

Sign up for Garfield County
Emergency Alerts or update your
information at **GarCo911.com**



CONNECT WITH COUNCIL

CityCouncil@cogs.us



cogs.us/connect



Questions?





BONUS SLIDES

Communications Programs

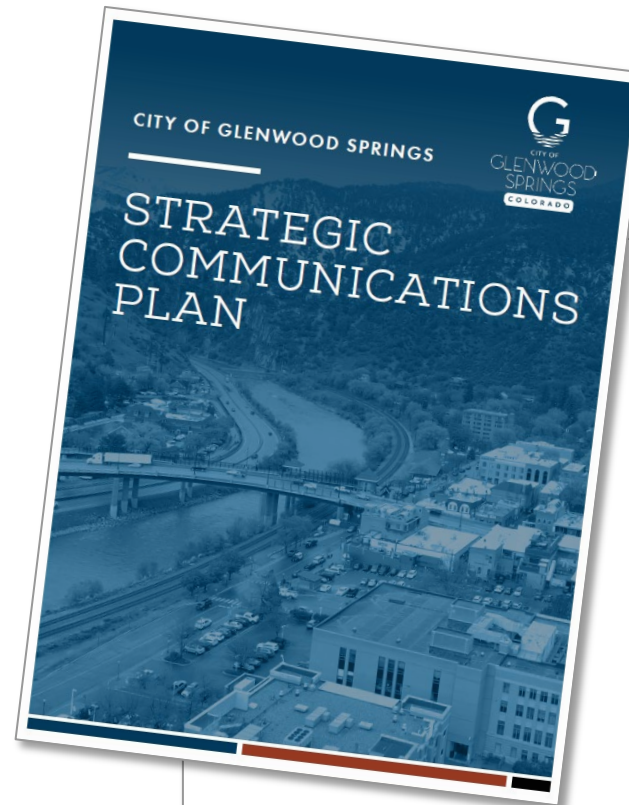
- Direct Communication Assets
 - Emails, texts, phone calls, mail, pop-ups, website
- External platforms
 - Social Media
 - Traditional Media
- Hybrid
 - Editorials
 - *Advertising*



Strategic Communications Plan

Guidance for all staff in engaging with internal and external audiences

- Identifies communications and engagement goals
- Recommends actionable steps to make progress on goals
- Provides documentation/direction for Communications & Engagement Office
- Suggests metrics to measure success



CITY OF GLENWOOD SPRINGS



STRATEGIC COMMUNICATIONS PLAN



TABLE OF CONTENTS

DISCOVERY REPORT

About Glenwood Springs	4
At a Glance	5
Vision & Mission	6
Gathering the Data.....	7
Current Communication Tools	8
Audience Profiles	9
Summary of Interviews.....	12
SWOT Analysis	13
Brand Analysis	14
Digital Audit.....	15
Key Takeaways	16

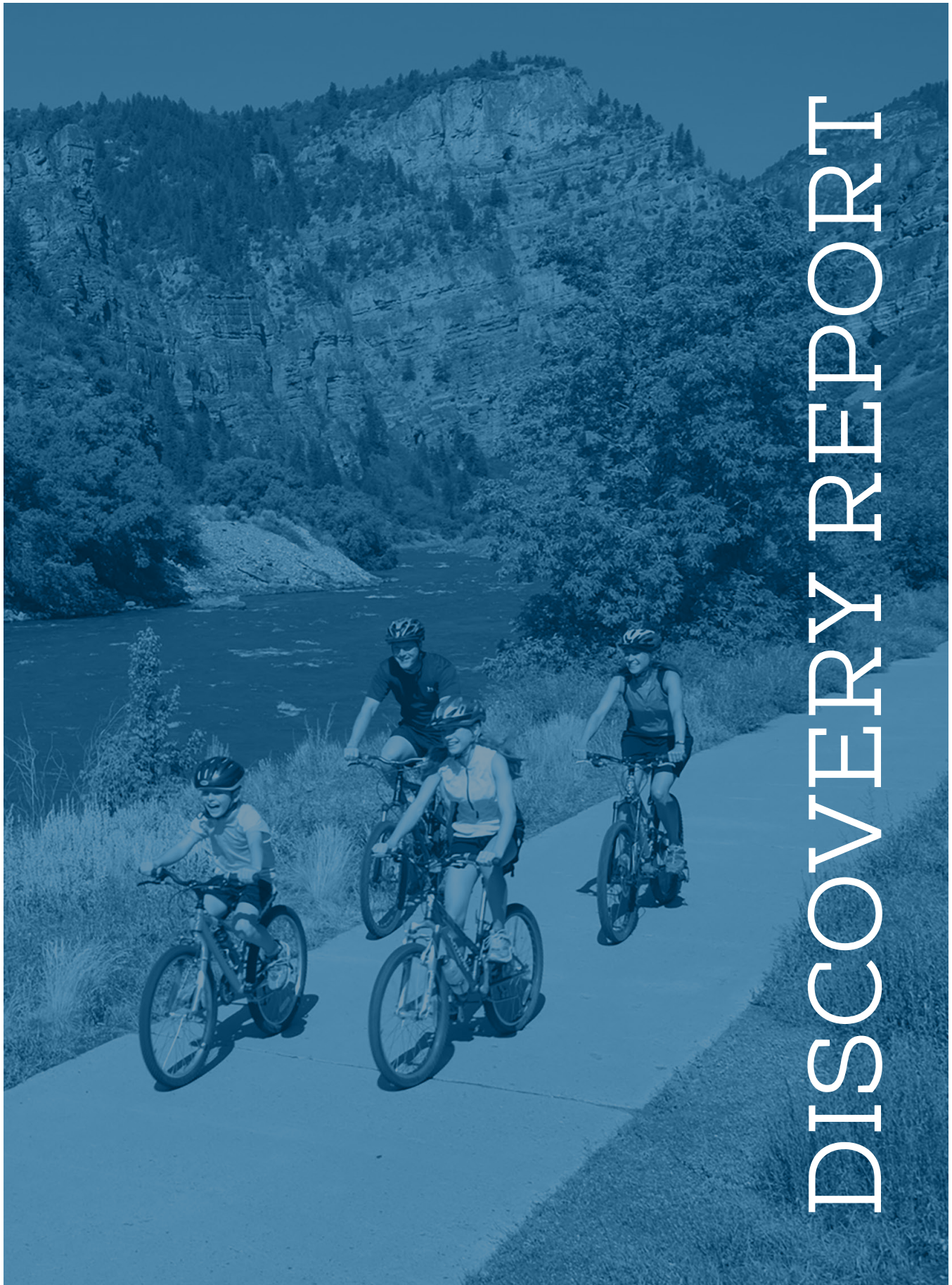
STRATEGIC COMMUNICATIONS PLAN

Plan Purpose	18
Plan Goals	19
Foundational Messaging	20
Communications Core Functions	21
Communication Priorities.....	23
Strategies & Action Items	24
Implementation Plan.....	28

TOOLKIT

Communications Process.....	31
IAP2 Chart	33
Communications Matrix	34
Translation and Accessibility Guidelines.....	35
Website Content Best Practices.....	40
Social Media Best Practices	41
Effort vs. Impact Chart	45
Metrics for Success	46





DISCOVERY REPORT



ABOUT GLENWOOD SPRINGS

The City of Glenwood Springs is a beautiful mountain town in Colorado. It is a popular destination for visitors and treasured by residents. Located on Colorado's western slope at the confluence of the Colorado and Roaring Fork Rivers, the town has many tourist attractions such as hot springs, vapor caves, hiking trails, skiing, adventure parks, boutique shopping, and more. While the area attracts nearly 2 million visitors each year, the City itself is small and close-knit. Just over 10,000 residents live in Glenwood Springs year-round. Due to its location in the mountain corridors and proximity to smaller, neighboring towns, the City sees a lot of commuters passing through each day.

The City operates as a council-manager form of government with a seven-member City Council. It is a full-service organization that provides utility services, public safety, parks and recreation programs, and more. The City employs about 200 staff members year-round, and that number expands to nearly 400 when including seasonal staff.





AT A GLANCE



POPULATION
10,300



MEDIAN AGE
36.7



HOUSEHOLDS
3,900



SQUARE MILES
5.8



MEDIAN HOUSEHOLD INCOME
\$80,806



LABOR FORCE
6,562



HOUSING UNITS
4,295



MEDIAN PROPERTY VALUE
\$530,500



HOMEOWNERSHIP RATE
51.8%



SPEAK A LANGUAGE OTHER
THAN ENGLISH AT HOME
33.8%

Data Sources:

Data Commons (2022 data), DataUSA.io (2022), ZoomProspector.com, US Census (2020)





VISION & MISSION

VISION

The City of Glenwood Springs desires to maintain its unique Glenwood character and preserve its cultural and natural resources. Implementing a proactive plan that achieves directed and balanced development, social and economic diversity, and addresses transportation needs will move the City forward.

MISSION

To meet the health, safety, and welfare needs of our citizens and contribute to their quality of life, the City of Glenwood Springs and its employees believe and will act on the following:

- We provide excellent customer service through positive engagement with all of our citizens
- We are guided by integrity and honesty
- We are responsible stewards of the public's resources and the environment
- We empower our employees to innovate and challenge the status quo
- We are dedicated to continuous improvement
- We maintain a safe, supportive, and professional working environment
- We advance the interests of the community openly and transparently





GATHERING THE DATA

Every community is different, so Slate Communications spent time in person in Glenwood Springs in May to experience the city firsthand. Slate met with Council members and staff and toured the city. Additional discussions and focus groups were also conducted on Zoom.

7

COUNCIL MEMBERS
INTERVIEWED

10

STAFF AND
STAKEHOLDER
INTERVIEWS

1

LISTENING SESSION
WITH BOARD AND
COMMISSION MEMBERS

3

FOCUS GROUPS





CURRENT COMMUNICATION TOOLS

AudioEye	NotifyMe and CivicSend email and text notifications
City websites (cogs.us, GlenwoodRec.com, GSCBN.com, GSPD.opsnetwork.org)	Partner/special interest/community ambassador shares
	Polco
Digital ads	Public meetings
Direct emails/phone calls	Radio ads
Direct mailers	Reach displays at Community Center & Art Center
Door hangers	Self-serve Info/Pop-up Kiosks
Google Analytics	Signage
Message boards	Social Media (Facebook, Instagram, NextDoor, WhatsApp, X, YouTube)
Newspaper ads	
Newspaper letters to the editor	Utility bill inserts (electric and water/trash)



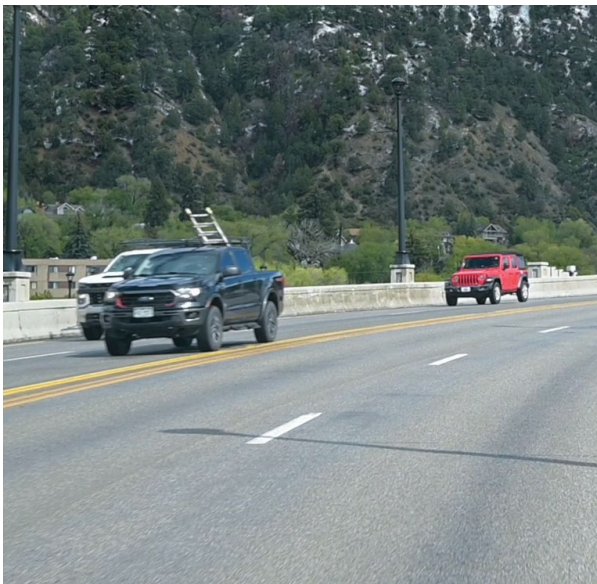


AUDIENCE PROFILES

COMMUNITY

The Glenwood Springs community can be segmented in various ways. Demographically, Glenwood Springs is quite diverse. The median age of the population is 36.7, which is slightly lower than the state average of 37.3. 13% of the population is over 65, and 22% is under 18. Looking at different segments of our audience allows us to better understand how they prefer to receive information. The City can tailor its messaging to reach different people more effectively.

AUDIENCE SEGMENTS



WORKFORCE/COMMUTER

Many residents either live in Glenwood Springs and commute outside the city for work, or many residents of other communities commute to the city or through it daily. Community members who don't work in the community are hard to reach and may be working multiple jobs to afford the cost of living. Radio stations can be an effective way to reach this segment. The average length of commute time for residents in Glenwood Springs is 26.9 minutes, and about 24% of commutes are over 80 minutes.*

**DataUSA.io*



LONG-TIME RESIDENTS

Residents who have lived in Glenwood Springs for over 20 years tend to be more opposed to change and development. They fear that more development will cause more congestion on streets and see it negatively changing the quaint town they once knew. These residents value and want to preserve the City's history. In-person conversations and direct mail are effective in reaching this audience.



NEW RESIDENTS

In general, new residents are often younger and more flexible when compared to Long-Time Residents. They don't have the history or experiences of how the community "used to be". This means newer residents who have moved to Glenwood Springs in recent years tend to be more open to progress and change. Digital and online communication is effective in reaching new residents.



SPANISH SPEAKERS

Nearly a third of residents speak Spanish at home (30.7%), making Glenwood Springs and the Roaring Fork Valley one of the highest Hispanic- and Latino-populated areas in Colorado. The City does translate most communication material to Spanish, but there are still difficulties reaching these speakers, and translation can cause lag time.



CITY STAFF

The City of Glenwood Springs employs approximately 200 full-time employees and 400 seasonal employees. Departments/divisions are sometimes siloed, but city leadership is actively working to increase collaboration. Email is the primary form of all-staff communication, but there is a desire to further improve the flow of communications inside the organization amongst all levels of staff. To foster teamwork and an innovative environment, the city wants to improve approachability of city management and build relationships across departments.



RENTERS

Renters make up nearly 50% of the population living in Glenwood Springs. This is higher than the national renter-occupied average of 31%. Renters are a specific audience segment that is often harder to reach.



BUSINESS OWNERS/MANAGERS

Local businesses are generally pretty busy year-round with shoulder seasons in the spring in fall. Different business hours require multiple times for participation in City meetings or events. Individual relationships are key to keeping this audience informed.



VISITORS

Glenwood Springs is a popular destination for Colorado visitors. They are not always aware of their impact on the local community, and can be difficult to reach as they aren't always tuned in to traditional communication methods. Social media, partnering with hotels/VRBOs, and the Visitor Center are effective in reaching this audience.





SUMMARY OF INTERVIEWS

COMMON THEMES

Residents don't always know what the City organization is doing, why decisions are made, or what services the City is and isn't responsible for. Some residents don't have the historical context/significance of citywide decisions.

The City Council and staff work very well together.

Direct outreach - via mailers or community conversations - is most effective in reaching residents.

Community members don't often hear about the positive work the City is doing. There is an opportunity to celebrate the wins and share project successes with residents.

The City values community partnerships and recognizes the importance of engaged, supportive groups in the community that can help share the City's messages. These relationships are important and well-utilized.

COMMON CHALLENGES

It's difficult for the City to connect with new audiences beyond those who are already engaged, and misinformation is common.

There is a lack of understanding of how the City is funded, how taxes are utilized, and how funds can be used.

Communication efforts are focused on reactive and last-minute needs, making it challenging to be more strategic, which would allow more time to celebrate wins and positive news stories about the City.

Some vocal residents have a lot of distrust in the City and the City Council members.

Interdepartmental staff interactions can feel limited and more connection to general City updates and City leadership is desired.





SWOT ANALYSIS

STRENGTHS

There are well-established communication lists for residents via email and text messages.

Staff and Council have a great working relationship.

Most City communication materials are translated into Spanish.

Many tools are available to communicate with residents. Increase in bilingual staff improves accessibility for Spanish speaking residents/customers.

Strong relationships with local media and community partners.

WEAKNESSES

The communications staff is inundated with support requests and tight deadlines that are too short to be effective.

Completed projects are sometimes not utilized or miss deadlines, wasting staff resources and decreasing efficiency.

The staff has many different tools, but sometimes, having so many options decreases the time available to use each one effectively.

Communication efforts are often reactionary and in response to misinformation or crises rather than proactive to help build foundational messaging.

Project prioritization is not always optimal. Projects with a broad reach and high impact should be prioritized over those that might reach fewer people and have less of an impact.

There is a lack of internal self-serve guidance and processes to request communications support or review timely materials.

OPPORTUNITIES

The City Council and organization leadership support communication efforts and are willing to make changes to help improve it.

Many residents desire to learn more about the City, and more engaged community members are eager for additional opportunities to stay connected.

Many community partners, such as in the media and education sectors, are willing to meet periodically to improve communication and keep each other informed.

Standardizing how communication requests are received may help streamline processes and help with project prioritization.

Improvements in technology can be leveraged to improve efficiency and efficacy.

THREATS

There are groups of vocal minority stakeholders that can slow projects down or derail efforts and have an obvious lack of trust in elected officials and City staff.

Residents are vocal with concerns about too much development and it causing traffic.

There is a lack of understanding of the City's budget and how various programs or departments are funded.

There is no redundancy or backup for communications, making it difficult to keep projects moving when staff is out of the office.

Busy community members are hard to reach and engage leading to less representative feedback.



BRAND ANALYSIS

EVALUATION OF CURRENT BRAND



LOGO

The City of Glenwood Springs' current "Wavy G" logo is simple, easy to reproduce, and versatile. It is easy to read and not overcrowded with too many details. The logo is flexible and effectively used in a variety of applications (digital, print, and both large and small formats).



BRAND

The City has clear guidelines for the use and application of the Wavy G Logo and City Seal. Current brand standards exist and include approved colors, fonts, and application examples. Clear brand guidelines help with brand recognition and consistency.



TONE

The City organization prides itself on being approachable and responsive. The City is generally friendly and conversational on social media, but on the website, information is more sterile and bureaucratic. There is an opportunity for content on the City website to be less formal.



DIGITAL AUDIT

BY THE NUMBERS



WEBSITE VISITORS

115K



PAGEVIEWS

321K



EMAIL & TEXT
SUBSCRIPTIONS
GLENWOOD
SPRINGS NEWS

2,048

TOP SEARCHES

1. Sales tax
2. Trash
3. Yard waste drop-off
4. GIS
5. Zoning map
6. Jobs
7. Liquor license
8. Utility customer online portal
9. Pay
10. Flood plain

TOP PAGES VIEWED

1. Pay
2. Jobs
3. Search
4. Utility Customer Portal
5. Fourth of July Celebration
6. Ride Glenwood Springs
7. Landfill
8. Agendas & Minutes
9. Accessibility Resources
10. Staff Directory



FACEBOOK
FOLLOWERS

7.3K*



INSTAGRAM
FOLLOWERS

3.4K*



YOUTUBE
SUBSCRIBERS

196*

2024 Year-to-Date Data

*Main City page profiles



KEY TAKEAWAYS

1

City leadership and City Council are committed to improving communication both externally to the community and internally to staff.

2

City communication efforts should include both traditional and nontraditional communication tools and tactics to reach the City's diverse population.

3

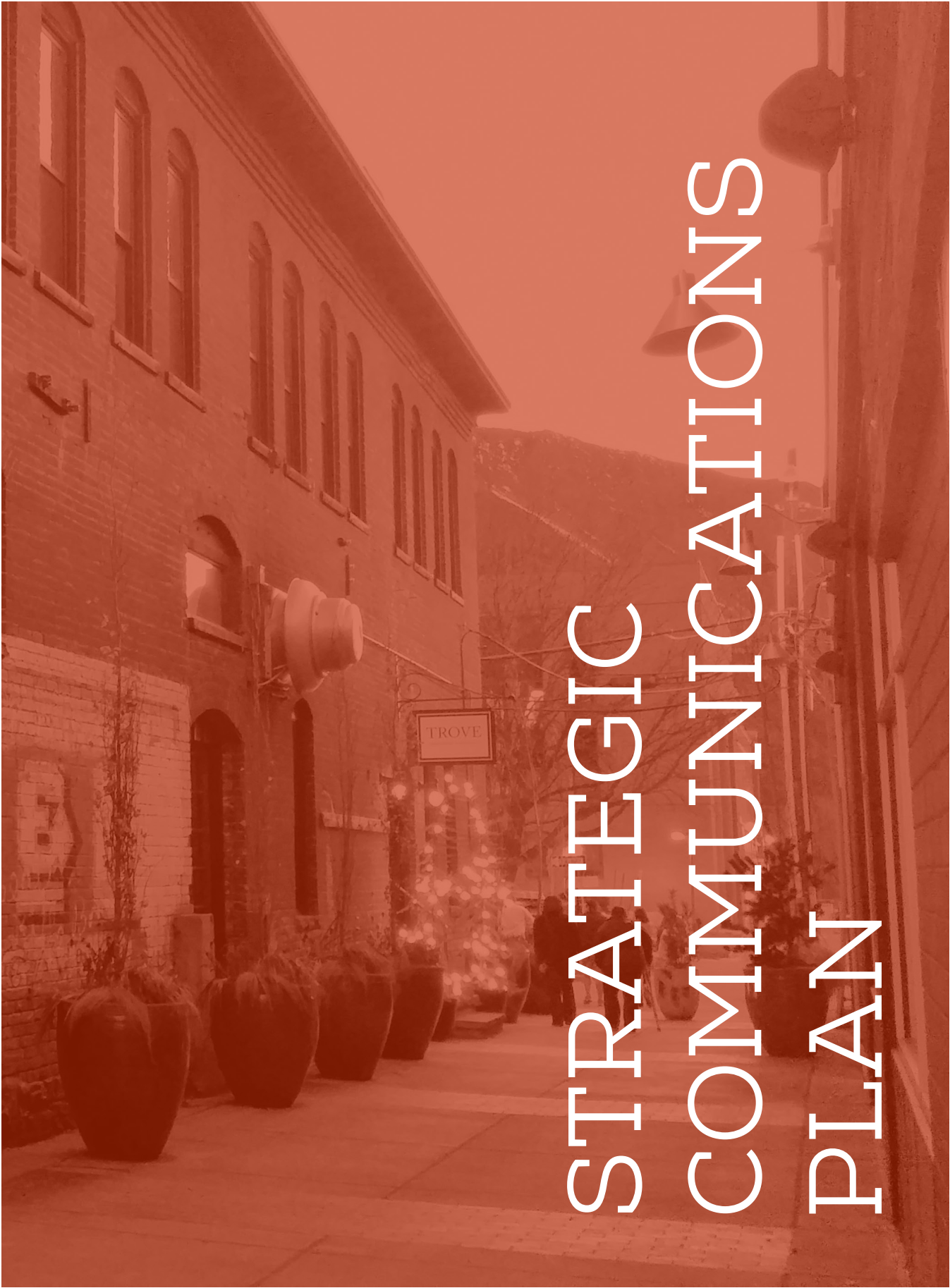
Effectively prioritizing communication needs is critical to ensure the right information is being distributed in a timely manner.

4

The City has many tools to help communicate, but a strategic plan is needed to maximize their effectiveness and establish internal processes.

5

Internal and external communication support needs continue to increase, revealing a need to expand the team or communication resources so that staff can effectively meet the needs of the community and City organization.



STRATEGIC COMMUNICATIONS PLAN



PLAN PURPOSE

The City of Glenwood Springs is an amazing place to live. However, the city is experiencing rising costs of living, significant growth pressures, traffic congestion, a deficit of attainable and affordable housing, and climate impacts such as wildfires and mudslides. These factors have contributed to eroded public trust in the government organization. Improved transparency, communication, and community engagement are high priorities for residents, the City Council, volunteer boards and commissions, and staff. The City aims to build trust and credibility with its diverse audiences.

This plan looks to provide clear and actionable steps to support the City's goals of increasing transparency and community engagement. These strategies are based on data, research, and best practices. The plan supports the City's mission and vision with strategies that align with local government communication standards.

Once in place, this plan will guide all staff in strategically engaging with internal and external audiences. It should be used as a tool and resource for communications and non-communications staff alike. The plan is a living document that should be reviewed and updated at least annually and more frequently as needed as priorities, projects, and goals evolve.





PLAN GOALS

Align communication efforts with citywide goals and priorities.

Strengthen community trust in the City of Glenwood Springs/City Council.

Enhance participation, inclusivity, and transparency.

Build engagement and enthusiasm around strategic initiatives and solutions, including infrastructure investments, transportation demand management, and workforce housing.

Foster collaborative and constructive community discourse.

Deliver proactive and strategic communications to all audiences.

Standardize communication processes and provide tools and resources for communication best practices that can be utilized across the organization.

Ensure unified internal communications across city departments and divisions.





FOUNDATIONAL MESSAGING

MESSAGE #1: Glenwood Springs is approachable and open to receiving feedback from community members.

Key Words: Community-centered, Accessible, Receptive, Responsive

MESSAGE #2: Glenwood Springs is proactive and transparent.

Key Words: Forward-thinking, Accountable, Solution-focused, Clear

MESSAGE #3: Glenwood Springs values diversity and seeks all perspectives.

Key Words: Open-minded, Inclusive, Mutual respect

MESSAGE #4: Glenwood Springs is strategic about decisions and thoughtful about long-term planning initiatives.

Key Words: Smart growth, Strong financial health, Planning for our future, Purpose-driven

MESSAGE #5: Glenwood Springs is a collaborative community partner that values two-way communication.

Key Words: Public engagement, Community partnerships, Cultivate trusting relationships





COMMUNICATIONS CORE FUNCTIONS

ROLE OF COMMUNICATIONS

City communications staff plays an integral role in a variety of operational functions. These positions are responsible for delivering accurate, timely, and relevant information to broad audiences. They coordinate external and internal communication needs and work closely with City Council and departments to provide information to residents, businesses, visitors, and media outlets.

Currently, there is one full-time PIO position that leads citywide communication efforts, along with several other positions that are embedded in their respective departments to support their division's communication needs in addition to other job duties. They are:

PUBLIC INFORMATION OFFICER (PIO)

This position is housed in the City Manager's Office and oversees the City organization's communication needs. They take the lead on most communication and messaging shared by the organization and serve as a strategic consultant for citywide initiatives and internal departments. This role monitors the media, generates content for news releases, social media, websites, and newsletters, and helps ensure the right level of public participation is used to help guide decision-makers. Other responsibilities include serving as one of the City's designated spokespeople, guiding public engagement, overseeing brand management, assisting with department-level communications support (as needed), and providing emergency communication support during unplanned situations or events.

MARKETING COORDINATOR (Part-time)

The marketing coordinator is staffed in the Parks and Recreation Department and oversees communication and outreach specific to this department. They produce the department's e-newsletter, provide graphic design support for flyers and other printed materials, write content for social media and the website, and work with the divisions within the department to share timely information related to trails, the community center, and cultural arts in Glenwood Springs.

EMERGENCY SERVICES COORDINATOR

This position is housed in the Fire Department and serves as lead PIO on fire department incidents. They assist with communication and outreach specific to this department. They help develop public safety messages and conduct outreach to the community with support from the city PIO. This role also develops content for social media and department web pages.

EXECUTIVE SPECIALIST

This position is housed in the Police Department and assists with communication and outreach specific to this department. They serve as lead PIO on police department incidents and help develop public safety messages and conduct outreach to the community with support from the city PIO. This role also develops content for social media and department web pages.

COMMUNITY ENGAGEMENT SPECIALIST (Part-time)

This position is housed in the Parks and Recreation Department and specializes in outreach with Latino/a/Spanish-language community members and other traditionally under served communities.

OTHER COMMUNICATION ROLES

Other departments throughout the organization are responsible for additional communication functions. They are:

- **Community Broadband Network:** Oversees marketing and communication related to the City's municipal broadband service.
- **City Clerk's Office:** Oversees the distribution of information related to City Council, legal public notices, and record requests.
- **Human Resources and Information Technology:** Assist with internal communication needs to employees.
- **External Partners:** The City partners with external organizations to share information with residents and stakeholders. This includes the Downtown Development Authority and the Chamber of Commerce.
- **Community and Economic Development:** Oversees building permitting, public noticing for land use items, long range community planning and information related to housing initiatives, and economic development.
- **City Council:** Oversees strategic direction for the city, represents constituents in decision making processes, and helps connect residents to official information.
- **Finance Department:** Serves as front line customer service for utility customers and businesses remitting sales tax to the city.
- **Parks and Recreation:** Oversees information related to parks, open space, trails, recreation, Community Center, Art Center, and facilities.
- **Public Safety:** Public information, public education, and community relations for fire and police departments.
- **Public Works:** Interagency and operational communications for utilities, engineering, infrastructure, streets, and transportation.





COMMUNICATION PRIORITIES

PRIORITY #1: Equip all staff to help support communication efforts

Communication cannot be successful if it is isolated in one department. Staff from all departments in the City organization must understand the value of communications and their role and should be equipped with the proper tools and training.

PRIORITY #2: Provide open, timely, and accessible communication to all audiences

Glenwood Springs has many diverse audiences spanning the tourism industry, the working population, multiple languages, businesses, and everyone in between. Each person deserves the opportunity to receive information and be heard in the best way for them.

PRIORITY #3: Increase trust in City Council and City staff

Position City Council and City staff as friendly neighbors and approachable community representatives collaborating with stakeholders to ensure a community where everyone can be proud.

PRIORITY #4: Tell the City's story

Share the City's successes and promote transparency and accountability. Each project is a chance to demonstrate a need, action taken to meet the need, and the result.

PRIORITY #5: Foster robust public participation and civic engagement

Public input ensures that City government decisions are informed by diverse perspectives and reflect the needs and preferences of the community.



STRATEGIES & ACTION ITEMS

PRIORITY #1: Equip all staff to help support communication efforts

STRATEGY #1: Standardize communication processes and procedures.

ACTION ITEMS:

- ☐ Develop a Community Engagement Plan for non-communicators/project managers based in the IAP2 framework.
- ☐ Develop a Crisis Communications Plan to help standardize the City's response to emergencies.
- ☐ Establish an internal communications support request process and train all staff to use the same process to request non-emergency, routine communications support from the City's lead PIO.
- ☐ The lead PIO should host an annual meeting (in Q4) with every major City department either individually or as a group to discuss the following year's anticipated projects and potential communication support needs.
- ☐ Create a shared monthly, quarterly, and annual calendar of communication priorities based on input from leadership and department directors.
- ☐ Develop a monthly or quarterly social media calendar and establish an annual budget for boosting posts and placing social media ads to reach a broader audience.
- ☐ Migrate the messaging system to one primary platform that consolidates email, text, and other communications from all departments.

STRATEGY #2: Ensure all staff know basic communication expectations and have the tools required to support the effort.

ACTION ITEMS:

- ☐ Ensure communications training is part of the new hire/onboarding process.
- ☐ Distribute Strategic Communications Plan toolkit items to key staff members annually.
- ☐ Subscribe all staff to City email communications and encourage them to follow the City on social media to keep them informed of City happenings.
- ☐ Provide IAP2 training for members of the Tactical Group and other staff members who regularly interact with community stakeholders.
- ☐ Provide media training for senior staff and City Councilors.
- ☐ Prioritize prompt response times to resident phone calls and emails.
- ☐ Organize quarterly or bi-annual meeting for full-time employees to receive update from city leadership including strategic direction, highlights of top priority projects, and other city-wide news.

STRATEGY #3: Utilize Board and Commission members to expand City reach.

ACTION ITEMS:

- ☐ Arm relevant board and commission members with one-pagers or FAQ sheets about topics/projects of interest.
- ☐ Subscribe all members to City email lists.
- ☐ Share periodic updates with members about other boards and commissions to provide a well-rounded understanding of City projects.
- ☐ Brainstorm outreach and engagement strategies with new youth board and commission members

PRIORITY #2: Provide open, timely, and accessible communication to all audiences

STRATEGY #1: Utilize community partnerships to reach more audiences.

ACTION ITEMS:

- ☐ Schedule quarterly meetings with key stakeholders, including those from the media and partner organizations, to share information and build rapport.
- ☐ Record audio spots summarizing recent City news, Council decisions, or other updates to be shared on local radio stations.

STRATEGY #2: Ensure information is easily accessible to all residents including individuals with disabilities and limited English proficiency (LEP).

ACTION ITEMS:

- ☐ Add detail to the translation policy that establishes a hierarchy of information and provides expectations for what should be translated into Spanish.
- ☐ Build capacity and budget for additional translation support for large, high-impact projects.
- ☐ Adhere to Digital Accessibility Plan.
- ☐ Improve searchability on main City of Glenwood Springs website (cogs.us) and Parks and Recreation website (GlenwoodRec.com) through updated page descriptions and archiving outdated content.

STRATEGY #3: Create new tools to share information directly with residents.

ACTION ITEMS:

- ☐ Create a budget brief to distribute to all residents. This brief should be visually appealing, easy to understand, and high-level, covering the topics residents are most concerned about regarding the City budget.
- ☐ Release a short (less than 10 minutes) State of the City video that recaps City goals and how various projects for the year have or will contribute to each goal.
- ☐ Prioritize items that have the most reach and biggest impact over items that have a small reach or less impact. (Refer to Effort vs Impact Chart in Toolkit)
- ☐ Promote City email and text sign up quarterly.

PRIORITY #3: Increase trust in City Council and City staff

STRATEGY #1: Position members of the City Council as approachable and trustworthy.

ACTION ITEMS:

- ☐ Create a “Meet Your City Council Members” video series that showcases each member’s personality.
- ☐ Feature each Council member on social media with a short, fun, and informal Q&A. The Q&A should include some professional information but also highlight their personality.
- ☐ Share images of Council members in the community at local events or engaging with residents.
- ☐ Find informal ways to engage with residents and stakeholders, such as Coffee with Council, neighborhood block parties, and booths at community events and farmer’s markets. (See additional strategies under Priority #5)

STRATEGY #2: Tell the full story about City Council decisions.

ACTION ITEMS:

- ☐ Create a City Council Recap email following each City Council meeting that summarizes the meeting and highlights the formal actions taken in a condensed format.
- ☐ Create a template for large projects that includes a timeline, milestones, relevant documents, project summaries, staff contact information, and other information as necessary. Highlight times and opportunities for residents to get involved or provide feedback.
- ☐ Share updates on projects at the beginning, middle, and end, tying each back to the ‘why’ of the project and how the City Council decided.
- ☐ Develop an annual editorial calendar with all significant projects and their milestones. Review it monthly to keep the dates accurate, and share any updates in monthly communication channels.
- ☐ Produce and distribute 12 email text newsletters per year.

STRATEGY #3: Educate residents on City processes and procedures.

ACTION ITEMS:

- ☐ Establish a Citizens Academy for interested residents to learn more about each City department, get to know City staff and Council, and ask questions.
- ☐ Allocate money in the annual budget for a print and mail campaign each year. Two to four times each year, mail City communication to Glenwood Springs households. This funding may be used to educate residents about upcoming initiatives or projects, encourage residents to get involved, share annual reports or budget information, etc.
- ☐ Supply city leadership and staff with key messages and fact sheets to summarize high-interest topics/projects.
- ☐ Host informational webinars, with time for questions and answers, early and throughout community discussions.
- ☐ Participate in speaking engagement opportunities with community groups such as Rotary, Kiwanis and other social clubs. Discuss engagement opportunities with partner agencies as part of their wellness/lunch-and-learn for their staff.

PRIORITY #4: Tell the City's story

STRATEGY #1: Share project successes and noteworthy milestones. Highlight the work of staff, departments, and programs that positively impact the community.

ACTION ITEMS:

- ☐ Develop an ongoing list of successes and wins. Determine the best ways to share each story (Ex. on social media, in a press release, as a news article on the website, as a blog, etc.). Then, incorporate these stories into monthly communication efforts.
 - ☐ Start a bi-weekly social media series for good news to celebrate wins.
- ☐ Submit an editorial article monthly to the local newspaper. Feature relevant topics and projects that help educate the community about City operations.
- ☐ Share quarterly reports on website.
- ☐ Update the Parks and Recreation website.
- ☐ Evaluate existing website content and edit pages to be relevant and meet best practices for online information sharing.

STRATEGY #2: Humanize staff and show the value and expertise they bring to the community.

ACTION ITEMS:

- ☐ Feature employees on social media with a short, fun, and informal Q&A. The Q&A should go beyond professional information and highlight the new employee's personality.
- ☐ Produce a "behind the scenes" video series highlighting City services and the people who are instrumental in making them happen.

STRATEGY #3: Implement data-driven storytelling.

ACTION ITEMS:

- ☐ Create infographics and short project summaries to communicate project highlights using one-page reports, social media posts, project web pages, or annual reports. These can also be produced mid-project to keep residents updated on progress.
- ☐ Create project-specific "Plan on a Page" info sheets to help dispel rumors.

PRIORITY #5: Foster robust public participation and civic engagement

STRATEGY #1: Find effective and innovative ways to engage the community (meet residents where they are and be mindful of diverse offerings to meet those residents' needs).

ACTION ITEMS:

- ☐ Have a presence at local events and utilize tools to engage with residents face-to-face.
- ☐ Partner with local events, clubs, organizations, schools, etc., to have spontaneous conversations with residents where they already gather naturally.
- ☐ Host community chats that feature different departments, members of City Council, or special projects.
- ☐ Conduct an annual or bi-annual community survey to gauge community preferences and measure communication successes and progress.



IMPLEMENTATION PLAN

SHORT-TERM PRIORITIES

Implement or complete within the next 12 months, following Plan adoption

Standardize internal communication request processes

PIO-hosted meeting with major City departments and leadership to outline annual communication support needs

Develop a shared calendar of communication priorities including major city initiatives, projects, processes, and related editorial content

Develop a shared social media calendar

Host communication training session(s) for new staff and organization spokespeople

Subscribe City staff and volunteer board and committee members to City notification lists

Provide media training for senior staff and City Councilors

Develop FAQs or one-page project summaries of large projects to share with stakeholders and staff
(Plan on a Page)

Share the City's successes and wins regularly

Use more video storytelling and targeted video series to highlight Councilors, staff and projects

Host informal engagement opportunities for Council and staff to connect with residents

Host quarterly meetings with key stakeholders

Record audio spots to share City news on the radio

Create a Budget Brief

Produce a short State of the City video

Train and empower additional tactical group members for social media posting

Conduct annual (or bi-annual) community survey

Research software for unified email/text system

LONG-TERM PRIORITIES

Implementation of these strategies may take a year or longer and involve coordination with leadership, outside contractors, and/or require policy changes

Develop a Community Engagement Plan

Develop a Crisis Communications Plan

Add detail to the Translation Policy

Establish a Citizens Academy

Redo Parks and Recreation website

NEW EFFORTS ALREADY UNDERWAY

Projects already started in 2024

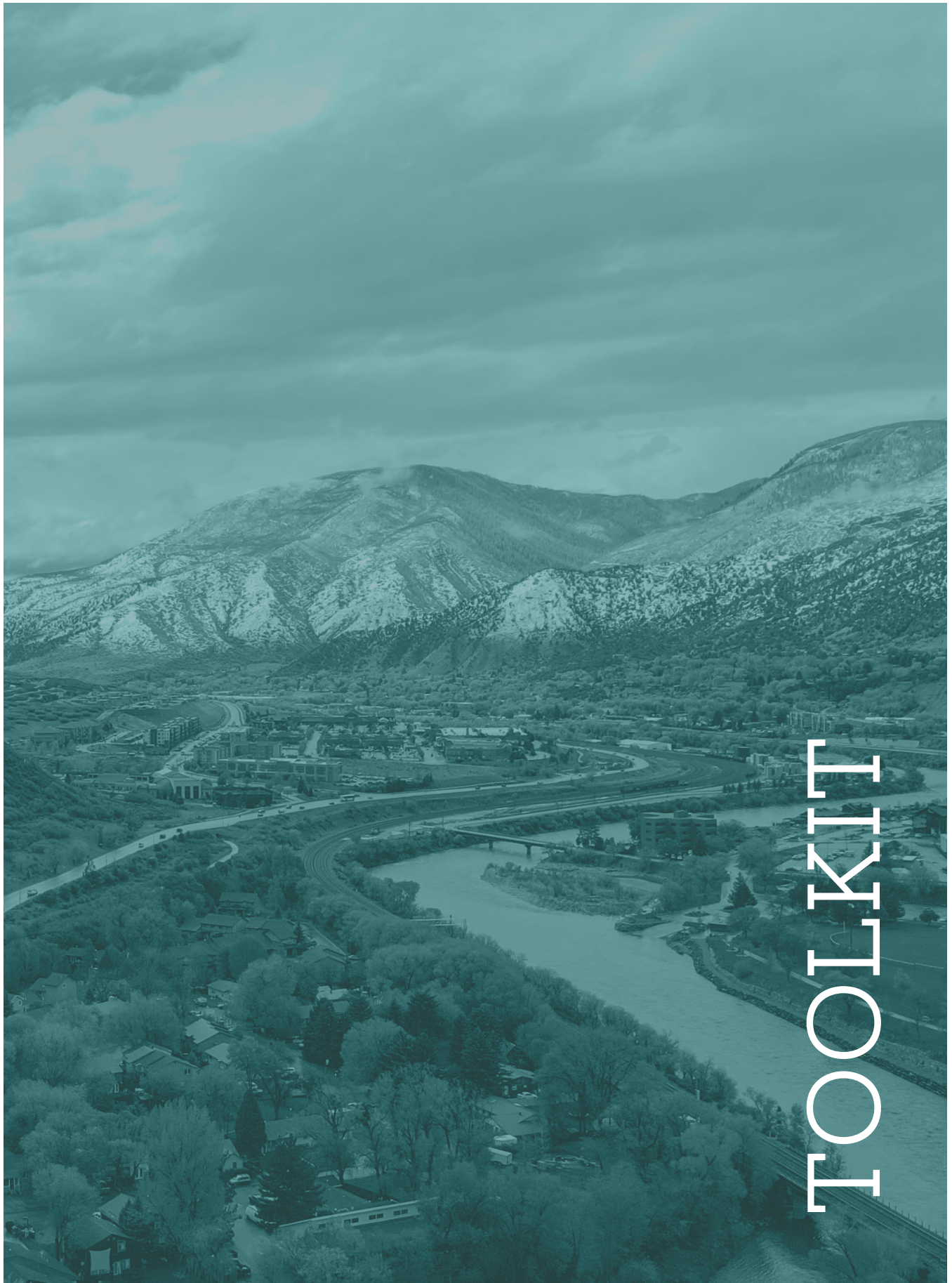
Submit an editorial article monthly to the local newspaper

Produce a “Behind the Scenes” video series (City in a Minute)

Create a City Council Recap email

Distribute a regularly scheduled e-newsletter each month

Implement data-driven storytelling (PAYT year-one data)





COMMUNICATIONS PROCESS

STRATEGIC COMMUNICATIONS

TACTICAL (DAY-TO-DAY) COMMUNICATIONS

STRATEGY GROUP

PIO, CITY LEADERSHIP
AND ELECTED
OFFICIALS

- Prioritize
- Coordinate external partners
- Align messaging and brand

STRATEGY COMMUNICATIONS AND ENGAGEMENT OFFICE:

Coordination and production

TACTICAL GROUP

DEPARTMENT
AND DIVISION
COMMUNICATORS

- Coordinate with PIO
- Coordinate with internal staff
- Utilize communication channels

IMPLEMENT TOOLS AND TACTICS TO REACH TARGET AUDIENCE(S)



COMMUNICATION NEEDS:

- **STRATEGIC COMMUNICATIONS:** Focus on long-term communication needs and strategic messaging that supports City Council's goals and priorities and ties back to organizational mission, vision and values.
- **TACTICAL (DAY-TO-DAY) COMMUNICATIONS:** Focus on short-term communication needs and day-to-day communication efforts for specific departments and projects.

STRATEGY GROUP

Led by the PIO and including director-level staff, the team meets regularly to discuss organization-wide communication needs. It aligns messaging of major projects and initiatives with big-picture goals and City Council priorities. This group discusses strategies to best share information that supports the City's communication goals and coordinates with other community partners and stakeholders to maximize communication reach.

TACTICAL GROUP

Consists of staff who provide communication support to their department. This team meets regularly to share information about City events, programs, and happenings. They distribute information among each other to maximize reach, and spearhead department outreach efforts including press releases, social media posts, web page content, and occasional print material.

COMMUNICATIONS AND ENGAGEMENT OFFICE

Consists of the PIO and is supported by other staff as needed. Reviews and approves news releases and campaign material. Trains new staff members who are tasked with communication output on behalf of their department. Produces content for centralized tools such as the city-wide newsletter. Supports content creation for projects prioritized by the Strategy Group. Coordinates with the Tactical Group to distribute messaging.



IAP2 CHART

IAP2 developed a Spectrum of Public Participation designed to help communicators determine what the public's role should be in any public participation process. The Spectrum is used internationally and is considered best practice for determining public engagement levels, especially in public sector work.

Refer to this Spectrum to determine the most appropriate and effective level of public engagement based on the scope and impact of your project.

INCREASING LEVEL OF PUBLIC IMPACT

LEVELS OF ENGAGEMENT

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision, including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. We will seek your feedback on drafts and proposals.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will work together with you to formulate solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
TOOLS	• Newsletters • Fact sheets • Website • Social media advertisements	• Public meetings • Surveys • Focus groups • Public comment	• Charettes • Workshops • Deliberate polling	• Consensus-building • Advisory committees	• Citizen juries • Ballots • Delegated decisions



COMMUNICATIONS MATRIX



		AUDIENCES													
TOOLS		Workforce/ Commuter	Long-Time Residents	New Residents	Spanish Speakers	City Staff	Renters	Families with Young Children	Business Owners/ Managers	Visitors	Baby Boomers (1946-1964)	Generation X (1965-1980)	Millennials (1981-1996)	Generation Z (1996-2010)	Generation Alpha (2011-2024)
	City websites	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Highly Effective	Highly Effective	Highly Effective	Least Effective	Least Effective
	Digital ads	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Highly Effective	Highly Effective	Highly Effective	Least Effective	Least Effective
	Direct emails/phone calls	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Highly Effective	Highly Effective	Least Effective	Least Effective	Least Effective
	Direct mailers	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Highly Effective	Highly Effective	Highly Effective	Least Effective	Least Effective
	Door hangers	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Highly Effective	Highly Effective	Highly Effective	Least Effective	Least Effective
	Facebook	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Instagram	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Newspaper letters to the editor	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	NextDoor	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	NotifyMe and CivicSend	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	NotifyMe and CivicSend Text Messages	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Partner/Special Interest/ Community Ambassador Shares (schools, employers, advocacy groups, etc.)	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Print advertising (newspaper ads)	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Public meetings	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Radio ads	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Reach displays at Community Center & Art Center	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Self-serve info/pop-up kiosks	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Signage (wayfinding, a-frames, yard signs)	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Utility bill inserts	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	Variable Message Signs (VMS)/Message boards	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	WhatsApp	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective
	X (formerly Twitter)	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective	Least Effective



TRANSLATION AND ACCESSIBILITY GUIDELINES

TRANSLATION AND ACCESSIBILITY

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with the Americans with Disabilities Act (ADA) and reasonably provides translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services.

TRANSLATION / LANGUAGE ACCESS POLICY

Emergency Information

Any information that is publicly distributed in English by the City of Glenwood Springs that covers potential or imminent impacts to the physical safety of individuals or structures within the city limits of Glenwood Springs must be translated into Spanish. All emergency communications shall be reviewed by a professional translator, if practicable, given the emergent situation and necessary expediency of communicating with the public.

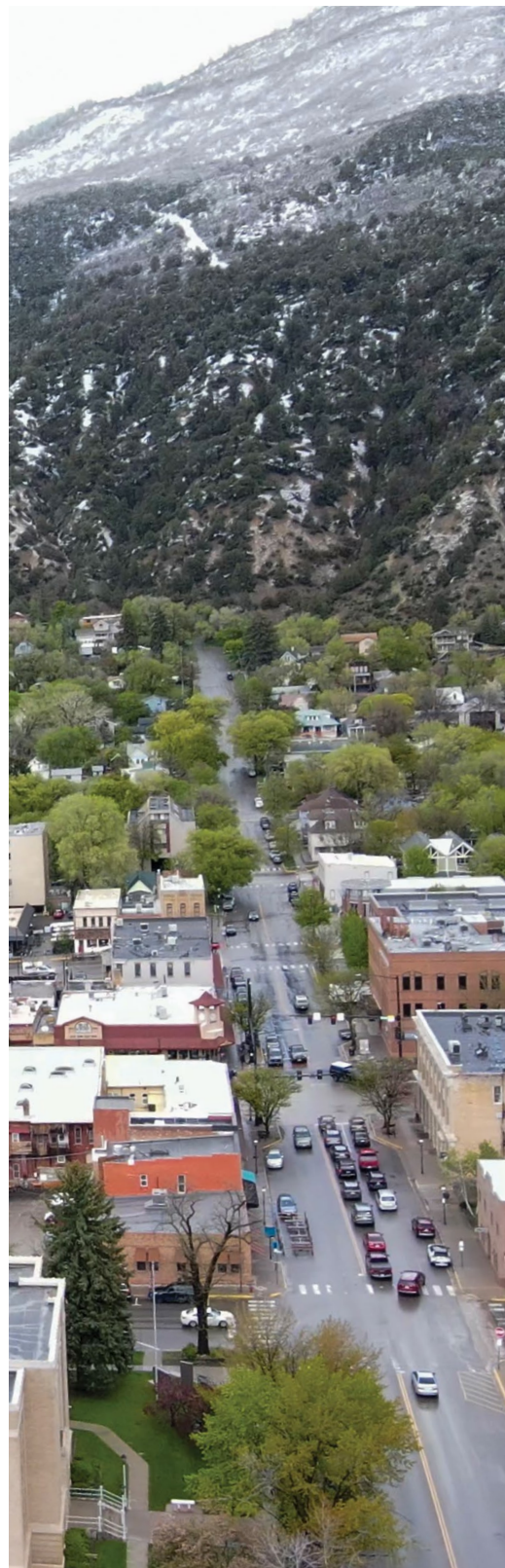
Essential Public Information

Public information that represents a significant change or addition in City policy, services, programs or activities shall be made available in English and Spanish on the City website and in any print materials. Staff should prioritize the following communication materials for professional translation: news releases, newsletters, essential webpages, handouts, brochures, signage, mailers, and applications for assistance/programs. All permanent bilingual installations shall be reviewed by a professional translator.

For information less than 500 words/2 pages or less, City staff may request assistance from individuals who have demonstrated proficiency in Spanish translation and have consented to assist with Spanish translation. This list shall be maintained by HR and by the City Manager's Office.

Staff Language Access Training

All employees who routinely have direct, substantive interaction with the public (front-line employees) shall be trained in language access policies and procedures, including protocols for assisting limited English proficiency (LEP) populations. Training shall be provided by HR or the lead Public Information Officer (PIO).



ACCESSIBILITY RESOURCES

Below are checklists and tools for City staff to utilize as a guideline when developing information for distribution to external stakeholders. Any questions about accessibility and compliance may be directed to the lead PIO.

PDF Checklist

- ☐ **Font Size and Type:** Use accessible fonts (e.g., Arial, Verdana) with a minimum size of 12pt. Avoid overly decorative fonts that may be hard to read.
- ☐ **Headings:** Use properly structured headings (H1, H2, H3, etc.) in the correct order. This helps screen readers navigate the document.
- ☐ **Alternative Text:** Add descriptive alt text to all non-decorative images, logos, and icons. Alt text should be concise but informative.
- ☐ **Color:** Ensure there is sufficient color contrast between text and background. Refer to color contrast chart (p. 38).
- ☐ **Table Tags:** Ensure tables are tagged and structured so screen readers can navigate them. Define row and column headers with proper tags to give context to data cells.
- ☐ **Descriptive Link Text:** Use meaningful, descriptive text for hyperlinks (avoid using "click here" or "read more").
- ☐ **Alternative Formats:** Offer alternative formats (HTML, accessible Word docs) for complex documents whenever possible.
- ☐ **Forms in PDFs:** Ensure PDF forms are fillable and accessible to screen readers.

Website Checklist

- ☐ **Font Size and Type:** Use accessible fonts and city-branded fonts that are part of default settings on the City's websites. Avoid overly decorative fonts that may be hard to read.
- ☐ **Headings:** Use properly structured headings (H1, H2, H3, etc.) in the correct order. This helps screen readers navigate the page.
- ☐ **Color:** Ensure there is sufficient color contrast between text and background. Refer to color contrast chart (p. 38).
- ☐ **Alternative Text:** Add descriptive alt text to all non-decorative images, logos, and icons. Alt text should be concise but informative.
- ☐ **Table Tags:** Ensure tables are tagged and structured so screen readers can navigate them. Define row and column headers with proper tags to give context to data cells.
- ☐ **Descriptive Link Text:** Use meaningful, descriptive text for hyperlinks (avoid using "click here" or "read more").
- ☐ **Button Labels:** Clearly label buttons with actionable text (e.g., "Submit," "Download Report").
- ☐ **Consistent Navigation:** Ensure consistent navigation across pages to help users orient themselves.

Social Media Checklist

- ☐ **Avoid Text Overlays:** If text is embedded in an image, ensure it's readable and provide the same information in the post caption.
- ☐ **Language:** Use simple language that is easy to read and understand. Avoid using jargon, complex words, or abbreviations that may be confusing to some users.
- ☐ **Alternative Text:** Add descriptive alt text to all non-decorative images, logos, and icons. Alt text should be concise but informative.
- ☐ **Hashtag Formatting:** Use camel case (e.g., #GlenwoodSpringsParks) for hashtags to make them readable by screen readers.
- ☐ **Emoji Use:** Emojis are acceptable, but they should be used thoughtfully and sparingly. Excessive emoji use can be confusing when read by a screen reader. Never use emojis to replace words.

Visual Media Checklist

- ☐ **Alternative Text:** Provide meaningful alt text for images, icons, and graphics.
- ☐ **Video Captions:** Include accurate, synchronized captions for all video content.
- ☐ **Audio Descriptions:** Offer audio descriptions for video content that relies heavily on visual information.
- ☐ **Transcripts:** Provide full transcripts for audio-only content (e.g., podcasts).



ACCESSIBLE COLOR CONTRAST CHART FOR CITY BRANDED COLORS

A color contrast chart can be an essential tool for ensuring that printed or digital materials meet ADA visual accessibility standards. Using this chart, designers can compare the contrast ratio between text and background colors to verify whether they meet ADA guidelines for readability. The ADA recommends a minimum contrast ratio of 4.5:1 for regular text and 3:1 for large text (typically 18pt or larger).

Example	Foreground Color	Background Color	Passes WCAG 2.1
White on Black	#FFFFFF	#000000	Yes
Light Green on Dark Blue	#A3BCBD	#002855	Yes
White on Dark Blue	#FFFFFF	#002855	Yes
Yellow on Dark Blue	#F4B63D	#002855	Yes
White on Brown	#FFFFFF	#833921	Yes
Black on Light Green	#000000	#A3BCBD	Yes
Dark Blue on Light Green	#002855	#A3BCBD	Yes
Black on Yellow	#000000	#F4B63D	Yes
Dark Blue on Yellow	#002855	#F4B63D	Yes
Black on White	#000000	#FFFFFF	Yes
Brown on White	#833921	#FFFFFF	Yes
Dark Blue on White	#002855	#FFFFFF	Yes
Black on Gray	#000000	#DCDCDC	Yes
Gray on Black	#DCDCDC	#000000	Yes
Dark Blue on Gray	#002855	#DCDCDC	Yes
Gray on Dark Blue	#DCDCDC	#002855	Yes
Black on Light Blue	#000000	#357EA2	Yes, for large text only (at least 18 point or 14-point bold font size)

White on Light Blue	#FFFFFF	#357EA2	Yes, for large text only (at least 18 point or 14-point bold font size)
White on Dark Green	#FFFFFF	#477A7B	Yes, for large text only (at least 18 point or 14-point bold font size)
Dark Green on White	#477A7B	#FFFFFF	Yes, for large text only (at least 18 point or 14-point bold font size)
Light Blue on White	#357EA2	#FFFFFF	Yes, for large text only (at least 18 point or 14-point bold font size)
Orange on White	#CC5934	#FFFFFF	Yes, for large text only (at least 18 point or 14-point bold font size) *Only meets AA minimum
Brown on Gray	#833921	#DCDCDC	Yes, for large text only (at least 18 point or 14-point bold font size) *Only meets AA minimum
Gray on Brown	#DCDCDC	#833921	Yes, for large text only (at least 18 point or 14-point bold font size) *Only meets AA minimum
Yellow on Brown	#F4B63D	#833921	Yes, for large text only (at least 18 point or 14-point bold font size)
Brown on Yellow	#833921	#F4B63D	Yes, for large text only (at least 18 point or 14-point bold font size)
Black on Orange	#000000	#CC5934	Yes, for large text only (at least 18 point or 14-point bold font size)
Orange on Black	#CC5934	#000000	Yes, for large text only (at least 18 point or 14-point bold font size)



WEBSITE CONTENT BEST PRACTICES

TIPS FOR WRITING FOR THE WEB

Think like your reader:

- Why would the reader even be interested in what you have to say?
- What's in it for them?

Website visitors don't read; they skim. Web visitors read, on average, 20% of the words on the page. Keep content short and concise and use simple language. You have 10 seconds (or less) to grab a reader's attention.

REMEMBER:

2/30/10

- Most readers give you 2 minutes
- Skimmers give 30 seconds
- Lookers give 10 seconds

Use microcontent to keep non-readers engaged. Use headlines, subheadings, bulleted lists, bold text, links, and visuals to break up content.

Frontload web copy. Visitors spend 80% of their time on the left side of the page, so put the most important information there.

REMEMBER THESE NUMBERS:

42

WORDS IN A
PARAGRAPH

25

WORDS IN
THE FIRST
PARAGRAPH

14

WORDS PER
SENTENCE

5

AVERAGE
CHARACTERS
PER WORD

If your sentences are too long, readers can't understand them. According to the American Press Institute's research, sentences averaging:

- **8 words or less get 100%** comprehension
- **14 words get 90%** comprehension
- **44 words get less than 10%** comprehension



SOCIAL MEDIA BEST PRACTICES

Social media is a tool that is most successful when you pay attention to your individual audience. What works for one community might not work for Glenwood Springs, and that's okay! Above all, it's important to look at what your audience responds to and engages with, and then do more of that. But if you're looking for some general best practices, start here:

FACEBOOK

When and how often should I post?

- Look at when your audience is most active by using Facebook's analytics. Try to schedule posts during these windows.
- Post whenever you have something to say.
- Avoid posting multiple times a day so as not to cannibalize your reach.
- If something posted is getting a lot of traction, leverage that momentum to boost reach on a message that is also important but may get less attention. (EX: The best time to encourage people to sign up for alerts is immediately after a high-interest post.)

What kind of images can I use?

- Text on images should not exceed 20%
- Pictures with faces of staff or your community
- Not overly edited images unless your graphic designer can edit the photos properly
- Videos should not exceed 30 seconds and should use captions
- 1200x630px

Other best practices:

- Tag other partner agency Facebook pages in your captions and posts when appropriate to increase your reach.
- Use an emoji or two in the caption, or to help separate sections of text.
- Add multiple paragraph breaks in captions that are longer to make it easier to skim.
- Put as much information as you can in the caption; people generally want to stay on the platform, and you already have their attention! If possible, just put all the details in the caption.

INSTAGRAM

What kind of images can I use?

- Try to use high-resolution photos for Instagram
- Instagram followers respond better to clear, non-blurry photos
- Instagram is about storytelling through photos and videos
- Photos typically have much higher engagement than text based graphics
- Use pictures that your staff has taken or pictures from an event where you can see their faces
- 1080x1080 px

Do I need to post on stories or reels?

- Reels will help your audience grow
- Stories will help engage your current audience
- These are both important to include in your Instagram strategy to engage and increase your audience growth

Do I need to use hashtags?

- Yes! Whether it is the first comment or below your caption, use hashtags
- Hashtags are great for finding new followers within Instagram's hashtag search
- Recommended use of hashtags is 3-5
- You can develop custom hashtags that define your photos, or you can create a general hashtag list to add to your post
- We also recommend 1-3 hashtags that will be used for every photo

Other best practices:

- Include a location tag whenever possible, as this improves your likelihood of being discovered organically
- Tag other Instagram pages in your captions and posts when appropriate to increase your reach



NEXTDOOR

How often should I post?

We recommend posting every other week and as needed to share important and timely information. If your captions are long, break them into paragraphs.

What kind of images can I use?

- Whenever possible, attach images to your posts.
- Include a clear photo. Similar to Instagram, your followers want a visually appealing photo.
- 1200x628 px
- Use images without a text overlay

X (formerly Twitter)

When and how often should I post?

We recommend posting daily if you have a strategic content calendar set for the month. However, X is intended for very timely information and it may be hard to plan too far in advance. In many instances, tweets have to be made in the moment.

What kind of images and videos can I use?

- GIFs, short video (10-15 seconds) and designed graphics
- The limit for video length is 2 minutes and 20 seconds
- 1600x1900px

Do I need to use hashtags?

- Yes! Use hashtags to convey an event or something relevant to the post
- 3-4 are ideal

What types of content should be shared on X?

The 'rule of thirds' is a good one to follow when it comes to generating content on X: one third about the City, one third that shares personality, and one third that reshapes other accounts or relevant information from others.

GENERAL ACCESSIBILITY BEST PRACTICES (APPLIES TO ALL PLATFORMS):

- Use alt text (alternative text). This is a short yet informative description of an image that screen readers can use to describe the image.
 - Pro-tip: AI can be a great tool to help generate alt text!
- Make text accessible
 - Format hashtags by capitalizing the first letter of each word
 - Avoid all caps
 - Spell out acronyms
 - Minimize use of special characters
- Use emojis in moderation, as each one also has 'alt text' with it for screen readers. Too many emojis in a row can add complexity for those using a screen reader.
- Always used closed captions and subtitles for videos





EFFORT VS IMPACT CHART

Time and resources are finite, so it's important to focus communication efforts on the things that have the greatest impact. This means prioritizing how and when to share information to reach your target audience(s) effectively. Before developing a communication and outreach plan, use this chart to evaluate the appropriate level of effort and impact your project will have on stakeholders.





METRICS FOR SUCCESS

The following metrics can be used to track the success of a project's communication goals and priorities. These metrics should be analyzed throughout a project to evaluate the tools' effectiveness. Adjustments should be made to the communications strategy if the tools used do not prove effective.



MEDIA

- Number of times Glenwood Springs is mentioned by the media
- Interview requests
- Media outlet circulation
- Number of news releases distributed
- Number of editorial articles distributed and published



WEBSITE

- Unique Visitors: The number of distinct individuals visiting the website
- Page Views: The number of pages viewed
- Top Pages: The pages that are visited most frequently
 - The top 10-20 should be tracked and monitored for necessary updates or improvements
- Top Search Terms: The terms searched most often on the website
 - The top searches should be monitored to ensure ease of access and accurate information on these landing pages



CIVIC SEND

- Number of Subscribers: The number of people signed up to receive email and text alerts
- Engagement Rate: The percentage of email alerts that subscribers opened



PRINTED MATERIALS

- Distribution: The approximate number of people reached through print materials, including flyers, rack cards, direct mailers, and door hangers



SOCIAL MEDIA

- Followers: The number of people who follow a page
- Engagement: The number of people who like, comment on, or share posts
- Reach: The number of people the post was served to
- Impressions: The number of times a post was viewed (individuals could view it multiple times)
- Video Views: The number of times a video was watched



DIGITAL ADVERTISEMENTS

- Reach: The number of people an ad was served to
- Impressions: The number of times an ad was seen
- Click-Through Rate: The number of times an ad was clicked on



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Project Update

Action Requested: Hear an update of ongoing City projects.

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals:

Background Info: Regular progress update to Council and the public.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Canyon Vista Affordable Housing Project Funding Request

Action Requested: Consideration of two actions to provide additional funding towards the Canyon Vista affordable housing project:

1. Allocate \$730,640 of Workforce Housing Funds to cover impact fees, and;
2. Grant an additional \$785,000 from the Workforce Housing Fund.

Total amount requested: \$1,515,640 from the Workforce Housing Fund.

Department: Economic and Community Development

Presented By: Watkins Fulk-Gray, Kevin Rayes

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

Background Info: Canyon Vista is an 80-unit affordable housing project that was approved in April 2025. This is a Low-Income Housing Tax Credit (LIHTC) project - a highly competitive program that makes possible a deep level of affordability not provided by the free market. The project consists of a variety of unit-types, including studios, one-bedroom, two bedroom, and three bedrooms. Rents range between \$555 to \$1,922 per month. (See Exhibit X for a brief summary of how Low Income Housing Tax Credits work.)

The developer of the Canyon Vista project, Cohen-Esrey, must close a \$3 million funding gap resulting from the unanticipated cancellation of certain federal funds previously committed to the project. The developer seeks Workforce Housing funds (WHF) to cover impact fees and a cash contribution to further narrow the funding gap. The Workforce Housing Fund Advisory Board (WHFAB) reviewed the application and supported both requests based on 100 percent of the project being affordable. Specifically, WHFAB made the following recommendations:

Recommendation #1: Allocate \$730,640 of WHF funds to reimburse impact fees

Recommendation #2: Allocate \$785 thousand of WHF funds as a grant

Total Funds Recommended: \$1,515,640

Exhibits:

1. **Exhibit A:** Canyon Vista Developer Request for Funds
2. **Exhibit B:** 2c Workforce Housing Fund Budget
2. **Exhibit C:** Funding/Unit Comparison
3. **Exhibit D:** Conditions Prescribed for Previous Approval of Funds
4. **Exhibit E:** Summary of Low-Income Housing Tax Credits

Issues: In 2024 City Council approved \$1.57 million of WHF funds towards this project with the condition that 20 units be occupied by members of Glenwood's local workforce. Funds are budgeted for payout in two separate tranches: \$785 thousand in 2025 and \$785 thousand in 2026. If Council supports WHFAB's recommendation to allocate additional funds, the conditions set forth in the previous approval will still apply. (The full conditions of the approval are included in Exhibit D.)

Fiscal Impact: The Workforce Housing Fund (WHF) is the official name of what is often referred to as "2c" (based on the name of the ballot measure that was approved in 2022). The fund brings in approximately \$1.7 million per year from a 2.5 percent lodging tax that is exacted from short-term lodging stays.

As of July 1, the 2025 budget does not have any remaining funds. Based on historic trends, the latter six months of the year (July – December) brings in approximately \$960 thousand (See Figure 1). If no additional expenditures/commitments occur between now and 2026, approximately \$890 thousand should be available at the

end of this year.

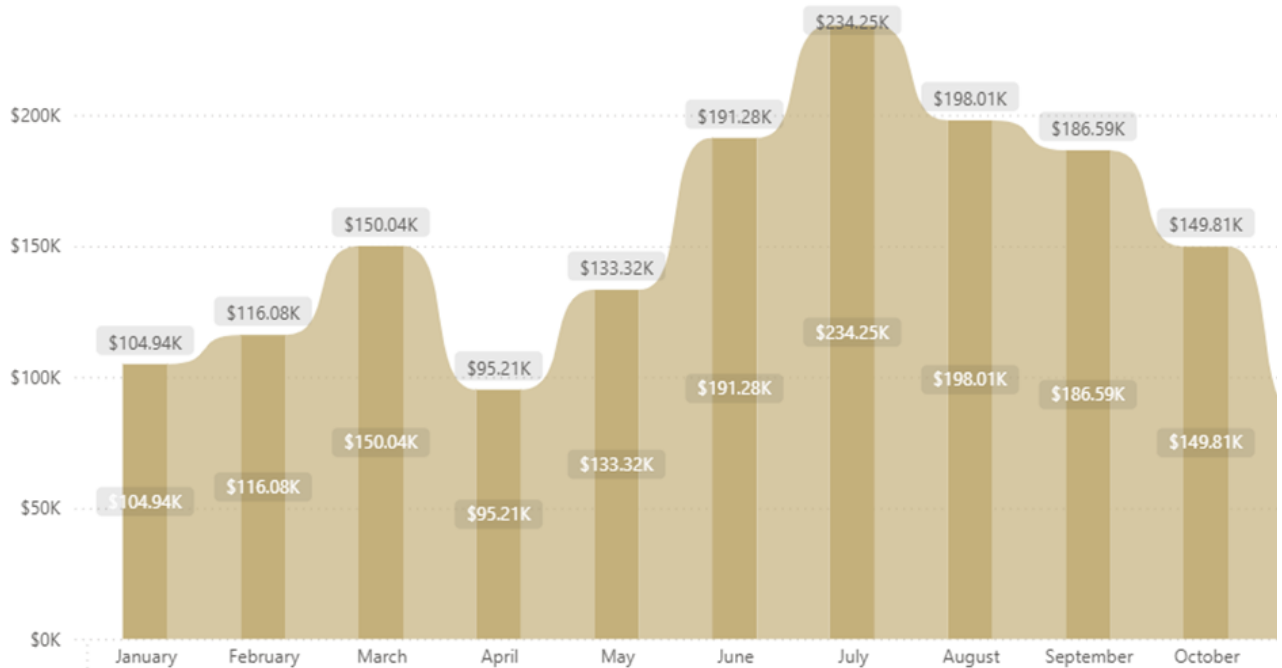


Figure 1: 2024 Accommodations Tax Revenue

Just over 1 million has been committed towards various projects in 2026. If the City brings in \$1.7 million next year and rolls over \$890 thousand from this year, approximately \$1.4 million should remain in the budget by the end of 2026. This assumes however that the accommodations tax forecast both in 2025 and 2026 are met. So far to date in 2025 accommodations taxes are down approximately 7%.

If Council supports using \$730,640 of 2c dollars to cover impact fees, the funds will be transferred from the 2c fund to the various departments (i.e., fire, water, etc.). The \$785 thousand grant that WHFAB recommended for approval would be allocated at the end of 2026 as funds become available.

Legal Review: N/A

Staff Recommendation: Staff supports this project and WFHAB's recommendation, but has concerns about the substantial appropriation in the fund that will limit our ability to fund other projects and reduce reserves to a point that may become problematic if accommodations tax forecasts are not met.

Exhibit A | Canyon Vista Developer Request for Funds



Cohen-Esrey Development Group, LLC
8500 Shawnee Mission Parkway, Suite 101
Merriam, KS 66202
Main: 913.671.3300
FAX: 913.671.3301

August 8th, 2025

Watkins Fulk-Gray
Senior Planner, Economic and Community Development
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

Re: Request for Waiver of System Improvement Fees: Glenwood Garden

Dear Watkins:

Cohen-Esrey Development Group is proposing a 80-unit community in west Glenwood Springs at 51993 Hwy 6 called Canyon Vista. This proposed community, if approved, will serve families at the following AMI levels:

- 50% of 80 units are at or below 50% AMI
- 8 project-based vouchers supporting 20% & 30% AMI units
- 69% of units are family-sized dwellings (2 and 3 bedrooms)
- 100 % accessible community
- Optimizes private/public partnerships

Thank you for considering our request for a waiver of \$1,604,210 of the City of Glenwood Springs Improvement Fee, Building Permit Fees and Use Tax Forgiveness as summarized below:

Parkland dedication	\$329,988.58
School land dedication	\$134,798.40
Fire impact fee	\$99,246.77
Building Plan Review	\$65,632.51
Building Permit	\$100,973.10
Public art fee	\$0
Use Tax	\$873,570.64
Total	\$1,604,210

***Note:** we understand this is an estimate there may be fluctuation in the final amount depending on final submission to the City.

Exhibit A | Canyon Vista Developer Request for Funds

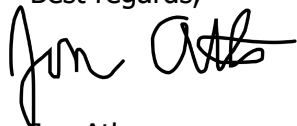
Please note that City Fee waivers are essential to the financing required to make Canyon Vista feasible. The project has encountered headwinds with the recent cancellation of federal funding previously committed to the project. The budget has been further impacted by the requirement that Canyon Vista replace public and private utilities which run on or adjacent to our site. Cohen Esrey has a track record of delivering on its promises to deliver high quality affordable housing to low-income families. This is as much a statement of the shared commitment demonstrated by local partners, without whom affordable housing would not be possible.

The City’s investment in this community will have a generational impact on future tenants. With your collective support, Glenwood Springs will create opportunities for 80 more low-income families to thrive for 35 years and beyond.

20% AMI	3	3.75%
30% AMI	7	8.75%
40% AMI	7	8.75%
50% AMI	23	28.75%
60% AMI	-	0.00%
70% AMI	10	12.50%
80% AMI	30	37.50%
	80	100.00%

Thank you for your consideration. Following this letter is our architectural concept that was submitted to CHFA.

Best regards,



Jon Atlas
Managing Director Cohen-Esrey Development Group

WHFAB -



Project Funding Requests Checklist

☒ Who Are You?

- ☐ Name of individual/organization: Canyon Vista, LLC
- ☐ Name applicant spokesperson: Kyle Ervin
- ☐ Spokesperson's affiliation: Owner's Representative
- ☐ Other groups/entities involved: Garfield County Housing Authority
- ☐ Relators/Brokers involved: Jerome Whalen (970)-274-1765
- ☐ Are you a profit or non-profit For-Profit, Canyon Vista, LLC Tax Exempt Entity by virtue of having conveyed long-term ownership option to Garfield County HA, as Special Limited Partner
- ☐ Are you a local organization from the valley: No
- ☐ If not, where are you located: Merriam, KS
- ☐ Who are the project guarantors: Lee Harris and Robert Esrey

☒ Funding & Funding Request

- ☐ Where is your funding coming from, please break this out: See Below Capital Stack at each project iteration
- ☐ State Grants Proposed: \$2.6MM CDOH Cash Flow Dependent Loan
- ☐ Federal Grants Proposed: \$820,872 Solar Tax Credit Equity
- ☐ Private Funding Proposed: \$30.93MM construction loan and \$10.5MM permanent mortgage both from institutional (private) lender
- ☐ Funding Gap: \$2,783,105
- ☐ Loan (\$) and Terms Request from 2c: \$785,000 for 2027 at same terms as original \$1.57MM from 2025 and 2026
- ☐ Forgivable Loan (\$) and Terms Request from 2c: See Above
- ☐ Grant (\$) and Terms Request from 2c: \$730,639 of fee waivers from City, \$560,000 fee waivers from WGSS, \$785,000 of 2C funding from 2027 fiscal budget and \$873,572 Use Tax Forgiveness... SEE SUMMARY BELOW

-Proposed Priorities granted for local workforce housing: See Unit Rent Matrix

Unit Type	Monthly Rent - 2024	Est. SF	# Units
Studio Apt./ 30%	\$555	555	2
Studio Apt./ 80%	\$1,480	555	2
1 Bedroom Unit/20% Sub	\$1,462	665	1
1 Bedroom Unit/30% Sub	\$1,462	665	2
1 Bedroom Unit/40%	\$792	665	4
1 Bedroom Unit/50%	\$990	665	4
1 Bedroom Unit/80%	\$1,585	665	10
2 Bedroom Unit/20% Sub	\$1,918	925	2
2 Bedroom Unit/30% Sub	\$1,918	925	2
2 Bedroom Unit/40%	\$951	925	3
2 Bedroom Unit/50%	\$1,188	925	18
2 Bedroom Unit/70%	\$1,664	925	9
2 Bedroom Unit/80%	\$1,902	925	18
3 Bedroom Unit/30% Sub	\$2,689	1,350	1
3 Bedroom Unit/50%	\$1,373	1,350	1
3 Bedroom Unit/70%	\$1,922	1,350	1
Average Rent for Families:	\$1,482		80



Exhibit A | Canyon Vista Developer Request for Funds

Page 2



☒ Entitlement and Timing

- ☐ Where are you at in the entitlement process: Building Permit Review
- ☐ What are your deadlines: September 5th, 2025
- ☐ If deadlines are missed, what is the penalty: Postponed Closing and Expiration of Tax Credit Pricing Resulting in Capital Loss of \$1.1MM

☒ Information Requirements

- ☐ Please provide project pro-forma and budgets: Attached with this application. Please note the sources and uses do not balance in the current financial model. The below Exhibit has been prepared to illustrate the current funding gap.
- ☐ Existing Funding Lined Up: See Summary of capital stack below. Attached Financial Model shows committed sources only. CE continues to pursue gap funding solutions to cover loss of federal funds in early 2025.
- ☐ Funding Gap Request: \$785,000 2C Capital and \$730,639 of City Fee Waivers, \$560,000 of WGSS fee waivers and \$873,571 Use Tax Forgiveness in recognition of project's tax exempt status

Fees	8/8/2025	Proposed
Park Dedication	\$ 329,989	\$ -
School Land	\$ 134,798	\$ -
Fire Impact	\$ 99,247	\$ -
Public Art		
Mitchell Cooper Shares		
Building Plan Review	\$ 65,633	\$ -
Building Permit	\$ 100,973	\$ -
Use Tax	\$ 873,571	\$ -
WGSS	\$ 560,000	\$ -
WGSS - Extras	TBD	TBD
SUBTOTALS:	\$ 2,164,210	\$ -

CITY CONTRIBUTION REQUEST:

City Fee Waivers:	\$ 730,639
WGSS Fee Waivers	\$ 560,000
Use Tax Forgiveness:	\$ 873,572
Additional 2027 2C Funding:	\$ 785,000
New Request:	\$ 2,949,211
2C Funding 2025/2026:	\$ 1,570,000
Total Fee Waivers, Use Tax, 2C Funding:	\$ 4,519,211

- ☐ Request, Loan or Grant or Combination: Combination, Evaporating loan compliance could include increased threshold for local resident requirement as percentage of tenancy to qualify for principal reduction
- ☐ For large requests over \$100,000, we may ask for audited financial information. Available upon request.

See below Exhibit which illustrates the budget status at original 2C application, post LIHTC award and After federal government claw-back of Inflation Reduction Act (GGRF) funds allocated to Administrative Agencies

Exhibit A | Canyon Vista Developer Request for Funds



SOURCES:	Current (8/8/25)	Post LIHTC (Dec 2025)	2-C Presentation (6/15/24)
1st Mortgage	10,547,797	10,980,000	10,217,396
FHLB - AHP (PUI)	0	0	0
Fee Rebates	0	0	0
LIHTC Credits - 4% Federal	19,566,046	18,125,846	18,702,228
LIHTC Credits - 4% State	8,424,000	8,316,000	8,316,000
Solar Tax Credit	820,872	689,410	709,451
45L	-	354,000	354,000
Impact Development Fund	518,400	512,000	512,000
Glenwood Prop 2C	1,570,000	1,570,000	1,570,000
Colo Health Foundation	1,500,000	-	-
Colorado Division of Housing	2,600,000	1,500,000	-
CCEF - GGRF	-	3,500,000	6,000,000
GP Contribution	100	100	100
Deferred Developer Fee (MAX)	2,759,909	2,158,776	1,211,170
Total Sources	\$ 48,307,124	\$ 47,706,132	\$ 47,592,346
USES:			
Total Land Costs:	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000
Total Hard Costs:	\$ 32,411,550	\$ 30,908,192	\$ 30,908,192
Building Permits & Fees	\$ 2,164,210	\$ 800,000	\$ 800,000
Total Soft Costs:	\$ 11,714,469	\$ 11,197,940	\$ 11,084,155
TOTAL USES	\$ 51,090,229	\$ 47,706,132	\$ 47,592,346
GAP/(SURPLUS)	\$ (2,783,105)	\$ -	

2C AFFORDABLE HOUSING BUDGET						
CALENDAR YEAR		2023	2024	2025	2026	2027
REVENUE						
Carryover		-	\$1,608,450	\$1,855,055	\$895,055	
YTD Projected		\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000
YTD Actual		\$1,608,450	\$1,760,000	\$735,178		
Total Revenue	Projected (Includes Carryover)	N/A	\$3,308,450	\$3,555,055	\$2,595,055	\$1,700,000
	Actual (Includes Carryover)	\$1,608,450	\$3,368,450	\$2,590,233		
EXPENDITURES						
Projects	Habitat Project	\$0	\$1,500,000	\$0	\$0	\$0
	Mountain Mobile Home Park (AKA Glenn Valley)			\$1,500,000		\$0
	Glenwood Gardens	\$0	\$0	\$785,000	\$785,000	\$0
Grants	Down Payment Assistance	\$0	\$0	\$75,000	\$75,000	\$0
Personnel	Housing Manager*	\$0	\$13,395	\$75,000	\$100,000	\$150,000
Programs	Rental Assistance Pilot Program	\$0	\$0	\$125,000		\$0
	West Mountain Regional Housing Coalition	\$0	\$0	\$100,000	\$100,000	\$100,000
Total Costs		\$0	\$1,513,395	\$2,660,000	\$1,060,000	\$250,000
REMAINING FUNDS						
Total Remaining Funds	Projected	N/A	\$1,795,055	\$895,055	\$1,535,055	\$1,450,000
	Actual	\$1,608,450	\$1,855,055	-\$69,767		
*Funded at 50% of full cost (salary + benefits).						

Project/Nonprofit Funded	Address	# of Units	Unit Type	Affordability	City Subsidy	Funding Source	Subsidy Type	Subsidy / Unit
Mountain Mobile Home Park	125 Center Drive	40	Mobile Homes	Resident Owned	\$1.5 million	2c	Forgivable Loan	\$37,500
The Benedict	2700 Midland Avenue	34	Senior- Multi-Family Apartments	30% - 80% AMI	\$363,629	General Fund	Fee Waiver	\$10,694
L3/The Carter	253 Wulfsohn Road	88	Multi-Family Condos	80% - 120% AMI	\$1.5 million	2c	Grant	\$17,045
West Mountain Regional Housing Coalition	Varies	4	Varies	Resident Owned	\$200,000	General Fund	Grant	\$50,000
Glenwood Gardens (AKA Canyon Vista)	51993 Highway 6	80	Multi-Family Apartments	20% - 80% AMI	\$1.57 million	2c	Forgivable Loan	\$19,625
					\$730,640	2c	Fee waiver covered with 2c	
					\$785,000	2c	Forgivable loan	
					\$3,085,640	2c	Total Subsidy	\$38,570
*Blue font represents new request								



Cohen-Esrey Development Group, LLC
8500 Shawnee Mission Parkway, Suite 101
Merriam, KS 66202
Main: 913.671.3300
FAX: 913.671.3301

July 16, 2024

To: Workforce Housing Advisory Board (the Board)

On July 9, 2024, we presented our proposed community, Glenwood Gardens, and included in our presentation a commitment to provide a Waiting List Preference for the workforce of the City of Glenwood Springs. However, subsequent to our meeting we learned that the Waiting List Preference would create a risk when applying for other sources of financing and make the project less likely to become a reality.

To maintain the goals of the Board, we have an alternative proposal below:

1. We propose that the Waiting List Preference concept be removed. We will however maintain a waiting list and provide data to the Board on an annual basis for CHFA's 40-year compliance period so it can track residency as it relates to the waiting list.
2. We also propose the \$1,570,000 of funding that was recommended by the Board on July 9th, be structured as a loan. This loan would be a cash flow loan and would be repaid from operating cash flow or capital proceeds, as available, & subordinate to all other loans.
3. The loan would be forgiven on a prorata basis over a 15 year period. Each year, if the project leased 20 units to employees working in Glenwood Springs , then a prorational forgiveness of the loan (in 1/15th increments) would result. In any year that the project and an excess of employee tenant rent units (e.g. above X units), then a credit would be applied for the project to make up a deficiency in the past or a credit for the next year. For example, if the number of units is 20 and the project leases exactly 20 units to employee tenants, then for that year 1/15th of the loan would be forgiven. On the other hand, if 10 units were leased to employee tenants for that year, then one-half of 1/15th of the loan would be forgiven.
4. Timing of the funding to the Developer: 50% will be made in 2025 and 50% in 2026
5. At the end of the 15th year of the loan, then the loan would be reconciled and the payment obligations would mature (or not).

Exhibit D | Conditions Prescribed on Previous Approval

I will also add that we are open to different variables or a different approach. We are certainly open to various options under this overall concept.



The Low-Income Housing Tax Credit Frequently Asked Questions

What is the Housing Credit?

The Low-Income Housing Tax Credit (Housing Credit) is a federal tax credit created by the Tax Reform Act of 1986 and designed to encourage private-sector investment in the new construction, acquisition, and rehabilitation of rental housing affordable to low-income households. Since its creation, the Housing Credit has become the most successful affordable rental housing production program in history.

The Housing Credit offers a dollar-for-dollar reduction in a taxpayer's income tax liability in return for making a long-term investment in affordable rental housing. State agencies award Housing Credits to developers, who engage private investors in the property's ownership partnership. The investors provide upfront equity capital to fund the construction and rehabilitation of affordable housing, allowing developers to borrow less money and pass through the savings in lower rents for low-income tenants. Investors, in turn, receive a 10-year stream of tax credits based on the cost of constructing or rehabilitating apartments that must be rented to low-income households.

The program allows state Housing Credit agencies to allocate Housing Credits to developments they select pursuant to qualified allocation plans (QAPs) they develop that identify the type, location, and other characteristics of affordable housing needed throughout their states. The QAPs must describe the criteria agencies will apply in allocating the Credit and are subject to regular review through a public hearing and comment process. In this way, the Housing Credit empowers states to respond to the housing needs, priorities, and challenges they consider most important and to respond to changing housing priorities or challenges.

What are the 9 Percent and 4 Percent Credits?

The Housing Credit program has two components: the *9 percent* Credit and the *4 percent* Credit.

The annual amount of 9 percent Housing Credit authority in each state is limited by a volume cap based on the state's population. In 2025, the state Credit cap is \$3.00 times the state's population, with a state minimum of \$3,455,000.¹ Volume cap figures are adjusted for inflation and published by the Internal Revenue Service on an annual basis.

The 9 percent component of the program provides a larger subsidy than the 4 percent Credit. It is often used to meet the needs of hard-to-reach populations like the chronically homeless and other extremely low-income households or for building in areas with very low median incomes,

¹ U.S. Department of Treasury, Internal Revenue Service, Revenue Procedure 2024-40.



such as rural communities. While both the 9 percent and 4 percent credit programs can be used for either new construction or rehabilitation, the 9 percent credit is more often used for new construction, which often requires more equity for financial feasibility.

The 4 percent component of the program can be triggered only by the use of **tax-exempt private activity multifamily Housing Bonds**. Housing Bonds and the 4 percent Housing Credit finance a growing proportion of Housing Credit rental homes every year. In recent years, rental homes financed with 4 percent Credits and Bonds have made up more than half of Housing Credit homes financed annually.² Because multifamily Housing Bonds are limited by the private activity bond volume cap, the 4 percent Credit is not subject to the Housing Credit volume cap. Not only do Housing Bonds make possible the production of substantial numbers of new Housing Credit properties, they are essential to state efforts to preserve affordable housing.

Whom does the Housing Credit serve?

The Housing Credit program generally serves low-income working households earning 60 percent of area median income (AMI) or less, with congressional direction to serve the lowest income households possible. In practice, states well exceed this statutory requirement, reaching families with incomes much lower than the program's income limits. According to HUD data on Housing Credit resident demographics, 51 percent of all households living in Housing Credit apartments are extremely low income, meaning they earn 30 percent of AMI or less. Another 29 percent are very low income, earning between 30 and 50 percent of AMI, and the remaining 20 percent earn more than 50 percent of AMI.³

In 2018, Congress amended the Housing Credit statute to allow owners to opt to *income average* in any individual property. Under the new Average Income Test, a household could qualify to live in a Housing Credit property if their income is no greater than 80 percent of AMI *as long as* the average income limit in the property is at or below 60 percent of AMI. This means, if an owner allows households between 60 and 80 percent of AMI to rent units in the property, they must also set aside units in that property for households at lower income levels in order to maintain an average of no more than 60 percent of AMI. The Average Income Test preserves rigorous targeting to low-income households, while providing more flexibility to the program and greater income-mixing potential.

The flexibility of the Housing Credit has made it an attractive tool for meeting housing needs across rural, urban, and suburban areas. It finances housing for low-income families with children and for seniors, veterans, Native Americans, and people with disabilities. The Housing Credit has been instrumental in the production of permanent supportive housing for persons

² National Council of State Housing Agencies, *State HFA Factbook: 2023 NCSHA Annual Survey Results*, October 2024.

³ U.S. Department of Housing and Urban Development, Office of Policy Development and Research, "Tenants in LIHTC Units as of December 31, 2022."



experiencing homelessness, those recovering from opioid addictions, and other special needs populations.

Why is the Housing Credit necessary?

The Housing Credit is necessary because our nation faces an affordable housing crisis, which is growing more and more critical, brought on largely because of a lack of supply of affordable housing. The Housing Credit, together with multifamily Housing Bonds, is the nation's most successful tool for encouraging private investment in the production and preservation of affordable rental housing.

After historic increases in rents during the Covid-19 pandemic, the rate at which rents are rising is finally beginning to lower and stabilize. However, asking rents remain well above pre-pandemic levels and are unaffordable to a large segment of renters. In fact, half of all renters are cost burdened, meaning they spend more than 30 percent of their income for rent.⁴ According to HUD's "Worst-Case Housing Needs" report, 8.5 million very low-income renter households had worst-case housing needs in 2021, meaning they did not receive government housing assistance and paid more than half of their income for rent, lived in severely inadequate conditions, or both — an increase from 7.8 million in 2019.⁵

Rent burden is directly related to a lack of supply, and sadly, we are facing a decline in the stock of low-rent units. While some new rental housing has come online in recent years, with the exception of developments financed with the Housing Credit, that new stock is by and large at the luxury level. According to the Joint Center for Housing Studies at Harvard University, in 2022, there were 2.1 million fewer apartments with rents under \$600 (in 2012 dollars) than in 2012.⁶

Low-income renters who are unable to find affordable apartments are forced to pay a significant portion of their income for housing — leaving little money left over for other necessities like food, transportation, childcare, healthcare, and utilities.

The Housing Credit is an efficient and effective tool for providing affordable housing to the people who need it most. The Credit accounts for the vast majority of the country's new rental housing affordable to low-income people, creating affordable housing opportunities for the millions of families in our country today who otherwise pay an excessive portion of their income for housing, live in substandard and overcrowded conditions, or face homelessness. Our nation also relies on this program more and more to preserve the existing affordable housing stock that is often desperately in need of recapitalization.

⁴ Joint Center for Housing Studies at Harvard University, "America's Rental Housing 2024."

⁵ U.S. Department of Housing and Urban Development, "Worst-Case Housing Needs 2023."

⁶ Joint Center for Housing Studies at Harvard University, "America's Rental Housing 2024."



How much housing has been developed because of the Housing Credit?

By providing an incentive for private-sector investment, the Housing Credit has financed more than four million apartments for low-income households, adding between 100,000 and 150,000 units to the inventory each year.⁷

What does the Housing Credit cost?

According to the Joint Committee on Taxation, the Housing Credit will cost \$71.8 billion over the five-year period from 2024 to 2028. For FY 2025, its estimated cost is \$13.7 billion.⁸

Who administers the Housing Credit and oversees program compliance?

The Housing Credit is administered by state Housing Credit agencies, which are typically housing finance agencies (HFAs). HFAs are state-chartered authorities established to help meet the affordable housing needs of the residents of their states. Although they vary widely in characteristics, such as their relationship to state government, most HFAs are independent entities operating under the direction of a board of directors appointed by the state's governor. The Housing Credit, in addition to tax-exempt Housing Bonds and the HOME Investment Partnerships Program, is at the center of HFA affordable housing activity.

Because the Housing Credit is devolved to state administration, Housing Credit agencies oversee program compliance, ensuring properties are well maintained and owners and managers adhere to all requirements, including tenant eligibility, rent limitations, and tenant protections. If a state discovers noncompliance at a property, this is reported to the IRS so that it can determine whether loss of credit for the investor is warranted.

Who oversees the Housing Credit's administration at the federal level?

The U.S. Treasury Department through the IRS oversees the Housing Credit program at the federal level and issues program guidance and regulations. In addition to IRS oversight, state-level administration and private-sector due diligence — under threat of severe tax penalty for noncompliance — are hallmarks of the Housing Credit program and have eliminated the need for extensive federal involvement and bureaucratic regulations. This oversight system represents an unprecedented departure from previous federal housing programs and is an essential element of the program's success.

What is the Housing Credit's economic impact?

The Housing Credit is a vital tool for local economic growth. The National Association of Home Builders (NAHB) estimates that every 100 new Housing Credit units built support 190 jobs and generate \$7.9 million in tax revenue and \$21.6 million in wages and business income. NAHB

⁷ National Council of State Housing Agencies, *State HFA Factbook: NCSHA Annual Survey Results 2023*, October 2024.

⁸ Joint Committee on Taxation, "Estimates of Federal Tax Expenditures for Fiscal Years 2023 – 2027."



estimates that every 100 units rehabilitated with the Housing Credit support 131 jobs and generate \$5.1 million in tax revenue and \$14.5 million in wages and business income.⁹

Does the Housing Credit leverage other funding?

A unique feature of the Housing Credit is its ability to leverage private equity, which investors contribute upfront in exchange for credits against their future tax liability. In addition, virtually every state combines the Housing Credit with other federal and state housing subsidies to make housing affordable to extremely low-income families, the elderly, and special needs populations. More than half of Housing Credit apartments are financed using tax-exempt multifamily Housing Bonds annually, allowing them to achieve lower interest rates on project debt than would otherwise be available.

Would the private sector finance affordable housing without an incentive like the Housing Credit?

No. Unlike many other tax expenditures, which subsidize activity that would occur at some level without a tax benefit, virtually no affordable rental housing development would occur without the Housing Credit. It simply costs too much to build housing to rent it at rates low-income people can afford absent an incentive such as the Credit. In addition to leveraging private-sector equity, the Housing Credit encourages lenders to finance affordable housing developments when they may be otherwise disinclined to do so.

Doesn't the Housing Credit just enable corporate investors to reduce their tax liability?

Investors only receive Housing Credit benefits for making investments they would not otherwise make absent the Credit. Substantially all the net economic benefit of the program goes to low-income families, not corporations. In contrast to other corporate tax expenditures, Housing Credit investors are only the intermediaries who enable private resources to be used to deliver affordable rental housing to low-income and special needs populations, housing which would not be built without the Credit.

How well do Housing Credit properties perform?

With strong state agency underwriting, strict compliance enforcement, and due diligence from the private sector, the inventory of Housing Credit properties overall has an outstanding performance track record according to all commonly used real estate metrics. Only 0.50 percent of Housing Credit developments have ever resulted in foreclosure, an unparalleled record compared to market-rate multifamily properties and other real estate assets.¹⁰ States underwrite Housing Credit properties with a slim margin, careful not to over-subsidize any particular project.

⁹ Unpublished report prepared by the National Association of Home Builders for Enterprise Community Partners, 2023.

¹⁰ CohnReznick, "Affordable Housing Credit Study," 2023.



In addition to affordable housing, what other benefits does the program provide?

In addition to providing shelter, the safe, sustainable, and affordable rental housing opportunities made possible by the Housing Credit lead to improved child well-being, enhanced educational achievement, improved health outcomes, increased employment access, proximity to transportation options, community revitalization, and reduced dependence on emergency services and institutional care.

How can Congress strengthen the Housing Credit program?

Despite the Housing Credit's successes, the unmet need for affordable rental housing continues to far outstrip the available resources. This imbalance between demand and supply has become even more pronounced in recent years as the overall number of renters has increased and incomes have stagnated. Moreover, as the federally subsidized affordable stock ages, we have become more and more dependent on the Housing Credit to meet preservation needs in addition to financing new construction.

Congress has the opportunity to build on what works by expanding the Housing Credit and providing states more flexibility so they can maximize their resources. NCSHA recommends Congress increase Housing Credit authority by at least 50 percent and lower the bond financing threshold so states can finance more affordable housing using the 4 percent Credit. Increased programmatic flexibility to target existing resources to those properties that need them most for financial feasibility, common-sense program simplifications, and other changes to further fortify state oversight — all included in the Affordable Housing Credit Improvement Act — also would make this strong program even more effective. Lastly, it is essential Congress ensure owners of and investors in Housing Credit properties maintain their commitment to project affordability restrictions by closing the qualified contract loophole, a problem in the statute that allows owners to opt out of the affordability requirements to which they agreed after as little as 15 years, and protecting the nonprofit right of first refusal, which is under threat by some private equity firms that seek to extract profits from mission-driven nonprofit owners, threatening the long-term financial viability of properties.

For more information on how Congress can further strengthen the Housing Credit, contact NCSHA's Jennifer Schwartz at jschwartz@ncsha.org.



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item:	South Bridge Toll
Action Requested:	The Federal Highway Administration (FHWA) is directing the City to move forward either with or without a tolling option. To this point we have moved both options forward, we are now being asked to choose. This agenda item is for Council to direct staff whether or not we should include a tolling option.
Department:	Engineering
Presented By:	Ryan Gordon, Matthew Langhorst
Strategic Goals:	Ensure Public Safety Protect and Preserve our Quality of Life
Background Info:	Staff has been working with FHWA since June 2024 on the potential concept of a toll on the south bridge. The City progressed the design and the Environmental Assessment (EA) re-evaluation document on a two-track approach; a tolling option and a non-tolling option. At this time it appears that FHWA would like the City to decide which direction we would like the toll discussion to go; Toll or no Toll, so that the EA can be finalized and the documents sent to the main offices in DC for review and approval. Worth noting is that the City believes neither CDOT nor FHWA support the City putting a toll on this bridge for passage. The City can add traffic calming measures throughout the South Midland and the bridge area to discourage motorists from using the route as a bypass during heavy morning and afternoon traffic, but the most effective means the City has in
Issues:	Either option will require approval, but FHWA has indicated that the tolling scenario will need to pass through multiple levels of reviews, which may put the grant timing at risk. Also, since a local municipality tolling a roadway is a new concept for FHWA, the local FHWA team is not sure what the analysis of the Office of General Counsel and Department of Transportation will result in.
Fiscal Impact:	Would provide funds that could be used for annual bridge maintenance.
Legal Review:	Legal will review all agreements/contracts associated with the project.
Staff Recommendation:	Staff defers to Council.

**ORDINANCE NO. 22
SERIES OF 2016**

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS CALLING AN ELECTION ON NOVEMBER 8, 2016, FOR VOTER APPROVAL TO (I) EXTEND THE EXISTING ONE CENT (\$0.01) CITY ACQUISITION AND IMPROVEMENT FUND SALES AND USE TAX AND (II) AUTHORIZE THE ISSUANCE OF REVENUE BONDS; PROVIDING THE EFFECTIVE DATE OF THIS ORDINANCE AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the City of Glenwood Springs, Colorado (the "City"), is a municipal corporation duly organized and operating as a home-rule City under its City Charter and the Constitution and laws of the State of Colorado; and

WHEREAS, the City presently imposes a one cent (\$0.01) Acquisition and Improvement Fund sales and use tax which is to expire on December 31, 2018; and

WHEREAS, the City Council of the City (the "City Council") desires to extend, for a period of thirty (30) years, the imposition of the sales and use tax placed in the Acquisition and Improvement Fund pursuant to Section 040.010.040 of the Municipal Code of the City; and

WHEREAS, the City Council has evaluated, and there has been discussed with City residents, the acquisition, construction, repair and improvement of various capital improvement projects, and the use of revenues in the Acquisition and Improvement Fund on a pay-as-you go basis would not permit the completion of a significant number of said projects in the near future; and

WHEREAS, the City Council desires to submit a ballot issue to the City's electors to permit the City to use revenue bond financing for up to \$54 million in principal amount to enable the completion of necessary capital projects on a timely basis; and

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the City have voter approval in advance for any tax extension and for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever; and

WHEREAS, the City Council desires to submit ballot issues to the eligible electors of the City on November 8, 2016 for the purposes set forth herein;

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

Section 1. Calling the Election. An election shall be held on Tuesday, November 8, 2016, at which there shall be submitted to the eligible electors of the City two ballot issues, the first of which is to extend the existing one cent (\$0.01) City of Glenwood Springs sales and use tax that is placed in the City's Acquisition and Improvement Fund for a period of thirty (30) years (referred to hereafter as "Ballot Issue 2A", provided however, the ballot number assigned by the

coordinated election official may be different); and the second of which is to increase debt and issue bonds for the purpose of financing capital improvements of every kind and nature.

Section 2. Setting Ballot Title and Content. The ballot title and content shall be set by the City Council by resolution, to be considered on the date on which the second and final reading of this Ordinance occurs.

Section 3. Conduct of Election. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance and the holding of a coordinated election on November 8, 2016.

Section 4. Amendment of Section 040.010.040. Paragraph (b) of Section 040.010.040 of the Municipal Code is hereby amended to read as follows (deletions are indicated by the strikethrough line and additions are indicated by the single underline):

040.010.040 Purpose of tax; use of proceeds.

(b) *Additional sales and use tax.* The City Council hereby declares the revenue from the levy of one cent (\$0.01) of the tax imposed by the Tax Ordinance shall be placed in the acquisition and improvement fund and shall be appropriated and distributed as determined by ordinance of the City Council as follows:

(1) To defray the costs of operating and maintaining the Frontier Historical Museum; and at a minimum to help pay and/or defray the executive director's salary; subject, however, to annual appropriations at the discretion of the City Council.

(2) To defray the costs of operating and maintaining the Glenwood Springs Arts Center, and at a minimum to help pay and/or defray the executive director's salary; subject, however, to annual appropriations at the discretion of the City Council.

(3) To defray the costs of operating and maintaining human services program and special events in the City; subject, however, to annual appropriations at the discretion of the City Council.

(4) To defray the costs of capital improvements of every kind and nature which the City is, from time to time, authorized to undertake, including, without limiting the generality of the foregoing, maintenance and operation of a community center and municipal complex; acquisition of land, easements and rights-of-way; and acquisition, construction and installation of buildings, public works, storm drainage, treatment facilities, trails, broadband, and necessary appurtenances; provided, however, that such improvements shall not include improvements to the City's water system, wastewater system, electrical system. Prior to making an appropriation for any improvements pursuant to this paragraph, the City Council shall conduct a public hearing and consider public comments on such improvements.

(5) Expenditures authorized pursuant to this section may include the principal of, premium, if any, and interest on securities issued or other forms of indebtedness incurred for the purpose of providing capital improvements. Revenues described in this section shall be segregated and applied by the Director of Finance in accordance with this section or the provisions of any

ordinance pursuant to which securities are issued or other forms of indebtedness are incurred and are payable from such revenues.

Section 5. Ratification of Municipal Code. With the exception of the provisions of the Municipal Code of the City of Glenwood Springs which are modified as provided herein, all remaining provisions of the Municipal Code of the City of Glenwood Springs shall remain in full force and effect.

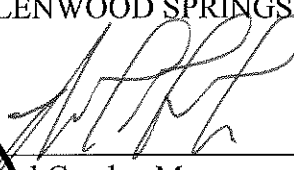
Section 6. Approval of Ballot Issues. If a majority of the votes cast on either or both of the ballot issues submitted at the election shall be in favor of such ballot issues, the City acting through the City Council shall be authorized to proceed with the necessary actions in accordance with the ballot issue or ballot issues which have been so approved. Any authority to issue bonds, if conferred by the results of the election, shall be deemed and considered a continuing authority to issue the bonds so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred. If Ballot Issue 2A is not approved by a majority of votes cast on the ballot issue at the election, the sales and use tax currently imposed shall continue to be imposed until its existing expiration date of December 31, 2018.

Section 7. Effective Date. Upon passage of this Ordinance, the provisions hereof shall be effective ten days following the date of second publication; provided however, subject to the approval of Ballot Issue 2A at the election to be held on November 8, 2016, the provisions of Section 4 and Section 5 of this Ordinance shall become effective on January 1, 2017.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED IN FULL THIS 4TH DAY OF AUGUST 2016.

CITY OF GLENWOOD SPRINGS, COLORADO




Michael Gamba, Mayor

ATTEST:


Catherine Mythen-Fletcher, 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 18th DAY OF August 2016.

CITY OF GLENWOOD SPRINGS, COLORADO

[Handwritten signature]

Michael Gamba, Mayor



ATTEST:

Catherine Mythen-Fletcher

Catherine Mythen-Fletcher, City Clerk

RESOLUTION NO. 2016-23

**A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS SETTING
THE TITLE AND CONTENT OF THE BALLOT ISSUES SUBMITTED AT
THE ELECTION TO BE HELD ON NOVEMBER 8, 2016.**

WHEREAS, the City of Glenwood Springs, Colorado (the "City"), is a municipal corporation duly organized and operating as a home-rule City under its City Charter and the Constitution and laws of the State of Colorado; and

WHEREAS, the City Council of the City (the "City Council") has passed and adopted Ordinance No. 22 on second and final reading on August 18, 2016 (the "Ordinance"), and the Ordinance provides that the City Council will, by resolution, set the title and content of the ballot issues to be submitted at the election to be held on November 8, 2016; and

WHEREAS, the City Council desires to submit ballot issues set forth in this Resolution to the eligible electors of the City at the November 8, 2016 election for the purposes set forth herein;

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

Section 1. Form of Ballot Issues. At the election to be held on Tuesday, November 8, 2016, there shall be submitted to the eligible electors of the City two ballot issues which shall be in substantially the following forms:

Ballot Issue ____

WITHOUT RAISING THE CURRENT TAX RATE, SHALL THE EXISTING ONE CENT (\$0.01) CITY OF GLENWOOD SPRINGS SALES AND USE TAX THAT IS PLACED IN THE CITY'S ACQUISITION AND IMPROVEMENT FUND BE EXTENDED FOR A PERIOD OF THIRTY (30) YEARS FROM ITS CURRENT EXPIRATION DATE OF DECEMBER 31, 2018; AND SHALL ORDINANCE NO. 22, SERIES OF 2016 OF THE CITY RELATING TO DISTRIBUTION OF THE REVENUES FROM SAID TAX BE APPROVED?

Ballot Issue ____

SHALL THE CITY OF GLENWOOD SPRINGS DEBT BE INCREASED UP TO \$54 MILLION, WITH A MAXIMUM REPAYMENT COST OF UP TO \$104 MILLION, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, REPAIR AND IMPROVEMENT OF ONE OR MORE OF THE FOLLOWING CAPITAL PROJECTS:

- IMPROVING SAFETY AND TRAFFIC CONGESTION BY CONSTRUCTING BRIDGE AND ROAD IMPROVEMENTS THAT MAY

INCLUDE SOUTH BRIDGE, SOUTH MIDLAND AVENUE, AND THE 27TH STREET/SUNLIGHT BRIDGE;

- CONSTRUCTING A RIVERWALK AND OTHER INFRASTRUCTURE AT THE CONFLUENCE OF THE ROARING FORK AND COLORADO RIVERS; AND
- CONSTRUCTING A "GATEWAY TO GLENWOOD" BY MAKING STREET-SCAPING AND OTHER IMPROVEMENTS TO THE 6TH STREET CORRIDOR.

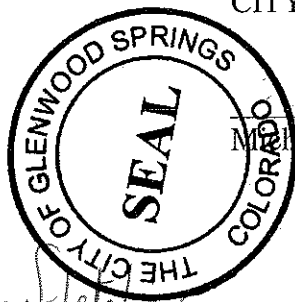
SUCH DEBT TO CONSIST OF SALES AND USE TAX REVENUE BONDS WHICH ARE PAYABLE FROM THE CITY'S ACQUISITION AND IMPROVEMENT FUND AND ALL OR ANY PORTION THE REMAINING SALES AND USE TAX IMPOSED BY THE CITY, WITH SUCH DEBT TO BE ISSUED, DATED AND SOLD AT SUCH TIME, AND AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HERewith, AS THE CITY COUNCIL MAY DETERMINE?

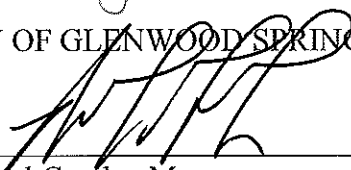
Section 2. Setting Ballot Title and Content. For purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the title and content of the ballot issues as set forth in Section 1 of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

ADOPTED AND APPROVED this 18th day of August 2016.

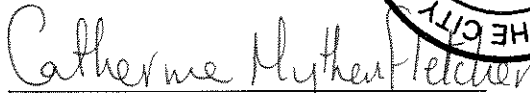
CITY OF GLENWOOD SPRINGS, COLORADO





Michael Gamba, Mayor

ATTEST:



Catherine Mythen-Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
September 4, 2025

Agenda Item: Social Event Announcement

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

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: