



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
DECEMBER 18, 2025
101 W. 8TH STREET
6:15 p.m.

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

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

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

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

WORK SESSION

4:00	Speed Camera Update	Information/Discussion
4:15	Community Survey	Information/Discussion
5:00	Riverside Drive Discussion	Information/Discussion
5:15	Break to get dinner	
5:30	Remote Participation in Council Meeting	Information/Discussion

ZOOM INSTRUCTIONS

When: December 18, 2025 06:00 PM Mountain Time

Join from PC, Mac, iPad, or Android: <https://us02web.zoom.us/j/82704833065?pwd=XPveAJNTJB7ow7l4u06MnAutmtj7i.1>

Passcode:896154

Join via audio: +1 719 359 4580 US

Webinar ID: 827 0483 3065

REGULAR SESSION

6:15	1. Roll Call	
	2. Agenda Changes	
	3. Disclosure of Any Councilor Conflicts of Interest	
	4. Citizens Appearing Before Council and Council Response(for items not on the Agenda-comments limited to 3 minutes)	
	5. Council Announcements	
	6. Consent Agenda	Discussion and/or Action
	A. Resolution 2025-32; Allowing Signatures on 1441 Riverside Drive Property Purchase	Discussion and/or Action
	B. Resolution 2025-33; State of Colorado Grant Intergovernmental Agreement (IGA)	Discussion and/or Action
	C. December 4, 2025 Council Minutes	

ACTIONS AND/OR PRESENTATIONS

7.	Resolution 2025-31; Living Facility Non-transport Call Fee Schedule	Discussion and/or Action
8.	Resolution 2025-30; Excessive Alarm Fee Schedule	Discussion and/or Action
9.	Ordinance 2025-38 Fourth Quarter Budget Amendment (One Reading)	Discussion and/or Action
10.	Council Comments	
11.	Report from City Administration	

- A. City Manager
 - B. City Attorney
 - C. Correspondence Incoming/Outgoing
- 12. Social Event Announcement
 - 13. Adjournment

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City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item: Speed Camera Update

Action Requested: Update on speed camera numbers and related traffic laws.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Ensure Public Safety

Background Info: NA

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

C.R.S. Section 42-3-202

Number plates furnished to be attached

- penalty

(1)(a)(I) Except as provided in subsection (1)(a)(II) of this section, the owner shall attach the number plates assigned to a self-propelled vehicle to the vehicle with one in the front and the other in the rear.

(II) The owner shall attach the number plate assigned to any of the following vehicles to the rear of the vehicle:

- (A) A motorcycle;
- (B) An autocycle;
- (C) A street rod vehicle;
- (D) A trailer, semitrailer, or other vehicle drawn by a motor vehicle; **or**
- (E) Special mobile machinery.

(III) The owner shall display number plates during the current registration year, except as otherwise provided in this article 3.

(b) If the department issues a validating tab or sticker to a motor vehicle pursuant to section 42-3-201, the current month validating tab or sticker shall be displayed in the bottom left corner of the rear license plate. The current year validating tab or sticker shall be displayed in the bottom right corner of the rear license plate. The tabs or stickers shall be visible at all times.

(2)(a)(I) The owner or driver of a motor vehicle shall securely fasten the license plate to the vehicle to which it is assigned so as to prevent the plate from swinging.

(II) Except when authorized by this article 3 or rule of the department, the rear license plate must be:

- (A) Horizontal at a height not less than twelve inches from the ground, measuring from the bottom of the plate;
- (B) In a place and position to be clearly visible;
- (C) Maintained free from foreign materials and clearly legible;
- (D) At the approximate center of the vehicle measured horizontally; **and**
- (E) Mounted on or within eighteen inches of the rear bumper.
- (III) Except when authorized by this article 3, the front license plate must be:
 - (A) Displayed horizontally on the front of a motor vehicle in the location designated by the motor vehicle manufacturer;
 - (B) Maintained free from foreign materials; **and**
 - (C) Clearly legible.
- (b) A person shall not operate a motor vehicle with an affixed device or a substance that causes all or a portion of a license plate to be unreadable by a system used to automatically identify a motor vehicle. Such a device includes, without limitation, a cover that distorts angular visibility; alters the color of the plate; or is smoked, tinted, scratched, or dirty so as to impair the legibility of the license plate.
- (3) Intentionally left blank —Ed.
- (a) A person who violates any provision of this section commits a class B traffic infraction.
- (b) A person who violates paragraph (b) of subsection (2) of this section commits a class A traffic infraction and shall be punished by a fine of one hundred dollars.
- (4) Notwithstanding subsections (1) to (3) of this section, the owner of a military vehicle may elect to not display the vehicle's assigned license plate if the license plate is physically in the military vehicle and is available for inspection to any peace officer who requests the plate.

Location: https://colorado.public.law/statutes/crs_42-3-202

Original Source: Section 42-3-202 — Number plates furnished to be attached - penalty, <https://leg.colorado.gov/sites/default/files/images/olls/crs2024-title-42.pdf> (last accessed May 10, 2025).

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City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Community Survey
Action Requested:	Presentation and discussion of survey results.
Department:	City Administration
Presented By:	Tim Bergman
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life
Background Info:	The City conducted a community survey in October and November 2025. The survey collected feedback on topics like public safety, local services, infrastructure, the economy, and overall quality of life. Staff will provide a summary of the results. A public presentation of the results will be included as part of the State of the City event on January 31, 2026.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

Glenwood Springs, CO

The National Community Survey

Report of Results
2025

Report by:



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National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Glenwood Springs. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.



Great communities are partnerships of the government, private sector, community-based organizations, and residents, all geographically connected. The NCS focuses on the livability of Glenwood Springs by categorizing survey questions into the ten main “facets” of community livability shown below, in addition to ratings for quality of life and local governance. These facets have been identified through years of extensive survey research as those that are most impactful to residents’ quality of life.

- | | |
|--------------------|--------------------------------|
| • Economy | • Natural Environment |
| • Mobility | • Parks and Recreation |
| • Community Design | • Health and Wellness |
| • Utilities | • Education, Arts, and Culture |
| • Safety | • Inclusivity and Engagement |

The report provides the opinions of a representative sample of 372 residents of the City of Glenwood Springs collected from October 6, 2025 to November 17, 2025. The margin of error around any reported percentage is 5.1% for all respondents. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Glenwood Springs.

Reporting Results

For the most part, the percentages presented in this report represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer “don’t know.” The proportion of respondents giving a “don’t know” response is shown in the full set of responses included in the “Complete Data” section; however, these responses have been removed from the analyses presented in the main body of the report. Therefore, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Benchmark Comparisons

Polco’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 400 communities whose residents evaluated the same kinds of topics on The NCS. The comparison evaluations include surveys from the past five years. If a jurisdiction has conducted multiple efforts in the past five years, only the most recent survey is included in the benchmark database. Polco adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range.

In each tab, Glenwood Springs’ results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Glenwood Springs residents is within 10 points of the rolling national average. Being rated as “higher” or “lower” than the benchmark means that Glenwood Springs’ average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Glenwood Springs’ average rating was more than 20 points different when compared to the benchmark.

In addition to these national benchmarks, comparisons were also made to a smaller cohort of communities that align more closely to the demographics in Glenwood Springs. This cohort included other Western slope communities who have conducted a community-wide survey within the past 3 years. Comparisons to these communities can be found throughout the report and in the Custom Benchmarks tab.

Methods

Selecting Survey Recipients

All households within the City of Glenwood Springs were eligible to participate in the survey. A list of all households within the zip codes serving Glenwood Springs was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.

Since some of the zip codes that serve Glenwood Springs households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Glenwood Springs boundaries were removed from the list of potential households to survey. From that list, addresses were randomly selected as survey recipients, with multi-family housing units sampled at a rate of 5:3 compared to single family housing units.

Conducting the Random Sample Survey

The 3,000 randomly selected households received mailings beginning on October 6, 2025 and data collection for the survey remained open for six weeks. The first mailing was a postcard inviting the household to participate in the survey online. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation.

About 5% of the 3,000 mailed invitations were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,836 households that received the invitations to participate, 372 completed the survey, providing an overall response rate of 13%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.¹

It is customary to describe the precision of estimates by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval quantifies the sampling error or imprecision of the survey results based on the total number of responses received. This is because *some* residents' opinions are relied on to estimate *all* residents' opinions. The margin of error for the City of Glenwood Springs' survey is no greater than plus or minus 5.1 percentage points around any given percent reported for all respondents (372 completed surveys).

Conducting the Open Participation Survey

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of Glenwood Springs. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Glenwood Springs and also a question about where they heard about the survey.

The open-participation survey was open to all city residents and became available on November 3. The survey remained open for two weeks and 308 responses were received. The data presented in the following report excludes the open participation survey data, but the online report includes a tab which provides the complete open participation results.

Analyzing the Data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2023 American Community Survey estimates for adults in the City of Glenwood Springs. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, and housing tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.² The results of the weighting scheme for the probability sample are presented in the following table.

Polco aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target ⁴
Age	18-34	9%	34%	35%
	35-54	32%	32%	34%
	55+	59%	35%	31%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	94%	74%	66%
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	6%	26%	34%
Housing tenure	Own	77%	53%	53%
	Rent	23%	47%	47%
Housing type	Attached	43%	55%	55%
	Detached	57%	45%	45%
Race & Hispanic origin	Not white alone	10%	36%	40%
	White alone, not Hispanic or Latino	90%	64%	60%
Sex	Man	45%	50%	50%
	Woman	55%	50%	50%
Sex/age	Man 18-34	4%	18%	17%
	Man 35-54	15%	17%	19%
	Man 55+	26%	15%	14%
	Woman 18-34	5%	16%	17%
	Woman 35-54	18%	16%	16%
	Woman 55+	32%	18%	17%

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias, and social desirability bias.

Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a *coverage error*, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (*recall bias* and *social desirability bias*).

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results>

Contact

The City of Glenwood Springs funded this research. Please contact Timothy Bergman of the City of Glenwood Springs at timothy.bergman@cogs.us if you have any questions about the survey.

1. See AAPOR's Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>
3. Targets come from the 2020 Census and 2023 American Community Survey

Key Findings

Community Strengths

Over 7 in 10 Glenwood Springs' residents gave excellent or good marks to various quality of life items, including:

- Glenwood Springs as a place to live (83%)
- Overall quality of life (83%)
- Your neighborhood as a place to live (79%)
- Overall image or reputation of the City (75%)
- Making all residents feel welcome (71%)

Residents reported feeling safe throughout the City, specifically:

- In your neighborhood during the day (97% very or somewhat safe)
- In Glenwood Springs' downtown/commercial areas during the day (92%)
- From violent crime (91%)
- Overall feelings of safety (82%)
- From property crime (80%)

Nearly all items related to alternative modes of transportation in Glenwood Springs scored higher than national benchmarks, with four items scoring at least 20 points above the rolling national average:

- [Quality of] Bus or transit services (80% excellent or good)
- Walked or biked instead of driving (80% yes in the last 12 months)
- Ease of travel by public transportation instead of driving (68% excellent or good)
- Used bus or other transportation instead of driving (63% yes in last 12 months)

Numerous items related to Glenwood Springs' natural environment and parks and recreation system scored higher than comparison communities, including:

- Availability of paths and walking trails (91% excellent or good; higher than national benchmarks)
- Recreational opportunities (89%; higher than national benchmarks)
- Fitness opportunities (87%; higher than national benchmarks)
- Water resources (82%; higher than national benchmarks)
- Recycling services (68%; higher than custom benchmarks)
- Yard waste services (66%; higher than custom benchmarks)

Focus Areas

Residents identify some concerns with the local economy and affordability within the City, with fewer than 4 in 10 respondents giving positive reviews of:

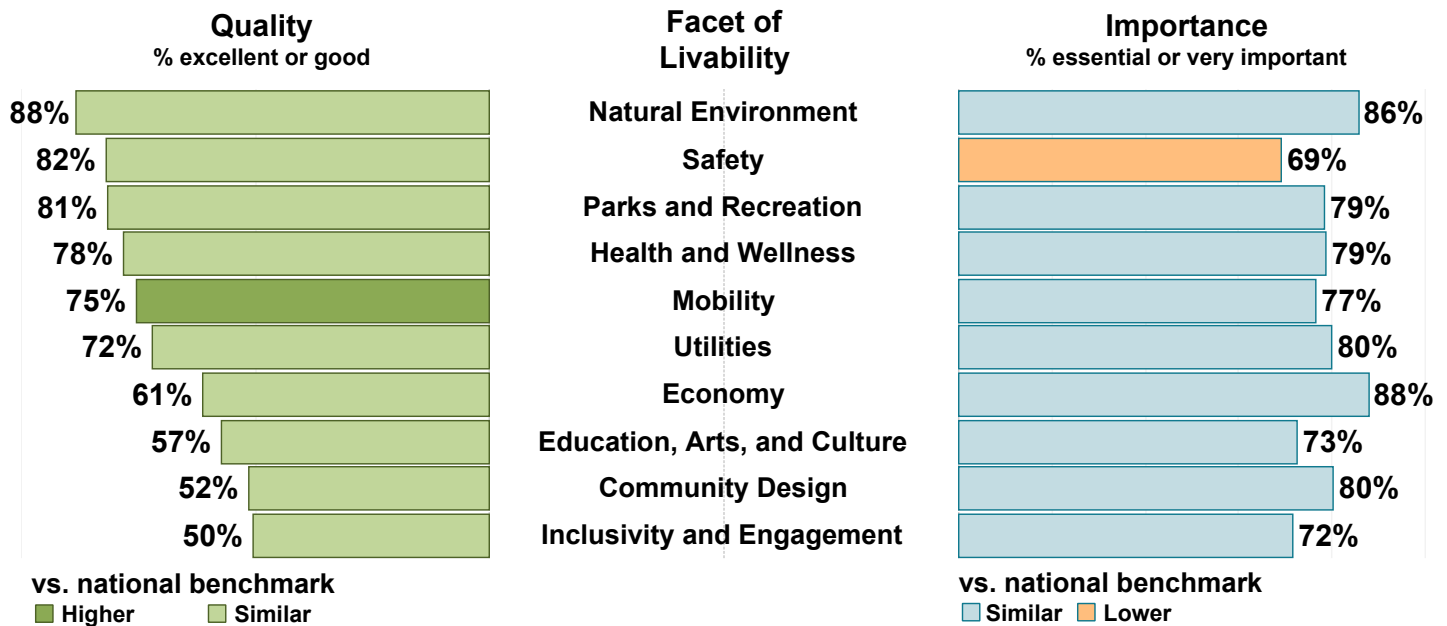
- Availability of affordable quality food (39% excellent or good)
- Availability of affordable quality health care (37%)
- Availability of affordable quality mental health care (28%)
- Availability of affordable quality childcare/preschool (25%)
- Cost of living (8%)
- Availability of affordable quality housing (7%)
- What impact do you think the economy will have on your family income in the next 6 months? (12% very or somewhat positive)

Facets of Livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality.

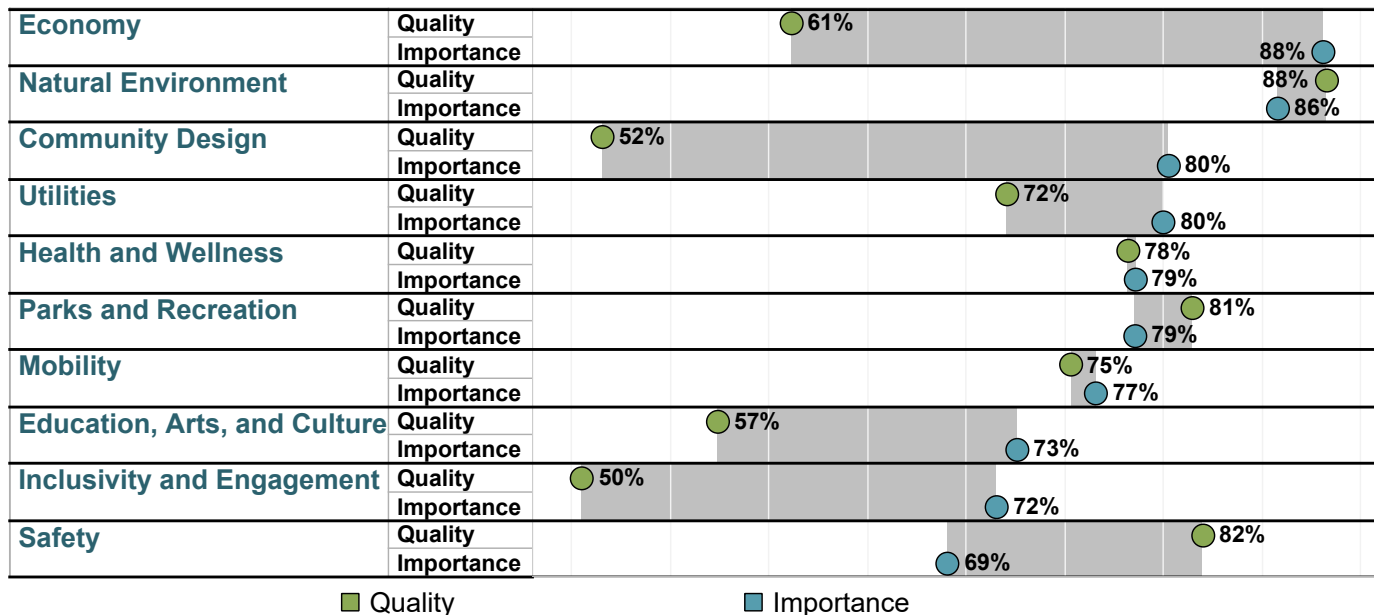
Quality and Importance by the Numbers

The chart below shows the proportion of respondents who provided excellent or good quality ratings for each of the ten facets of community livability (shown in green). Also displayed are the importance ratings for each of the ten facets (percent essential or very important, shown in blue). Finally, the shading in each chart corresponds with the national benchmark comparison.



Quality/Importance Gap Analysis

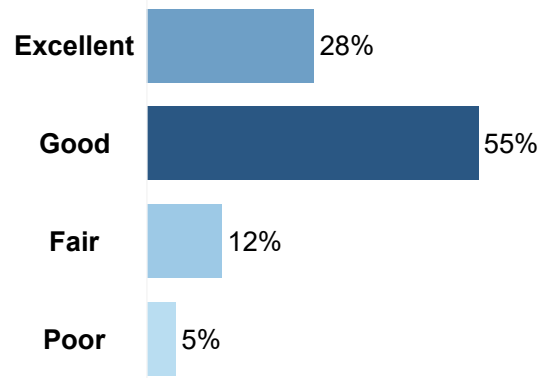
The gap analysis chart below shows the same data as above; however, this chart illustrates the differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Glenwood Springs, 2025



Please rate each of the following aspects of quality of life in Glenwood Springs.
(% excellent or good)

		vs. national benchmark ⁷	vs. custom benchmark ⁸
Glenwood Springs as a place to live	83%	Similar	Similar
The overall quality of life in Glenwood Springs	83%	Similar	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

Remain in Glenwood Springs for the next five years	83%	Similar	Similar
Recommend living in Glenwood Springs to someone who asks	72%	Similar	Similar

Please rate each of the following in the Glenwood Springs community.
(% excellent or good)

Overall image or reputation of Glenwood Springs	75%	Similar	Similar
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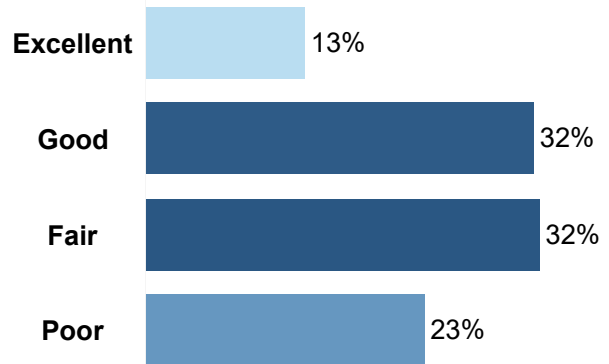
7. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

8. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

Overall confidence in Glenwood Springs government, 2025



Please rate the quality of each of the following services in Glenwood Springs. (% excellent or good)

		vs. national benchmark ⁹	vs. custom benchmark ¹⁰
Overall customer service by Glenwood Springs employees (police, receptionists, planners, etc.)	76%	Similar	Similar
Public information services	61%	Similar	Similar

Please rate the following categories of Glenwood Springs government performance. (% excellent or good)

Treating residents with respect	61%	Similar	Similar
Treating all residents fairly	53%	Similar	Similar
The value of services for the taxes paid to Glenwood Springs	52%	Similar	Similar
The overall direction that Glenwood Springs is taking	49%	Similar	Similar
Being honest	48%	Similar	Similar
Informing residents about issues facing the community	47%	Similar	Similar
The job Glenwood Springs government does at welcoming resident involvement	46%	Similar	Similar
Generally acting in the best interest of the community	45%	Similar	Similar
Overall confidence in Glenwood Springs government	45%	Similar	Similar
Being open and transparent to the public	44%	Similar	Similar

Overall, how would you rate the quality of the services provided by each of the following?
 (% excellent or good)

The City of Glenwood Springs	68%	Similar	Similar
The Federal Government	26%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)

Contacted the City of Glenwood Springs (in-person, phone, email, or web) for help or information	59%	Higher	Similar
Watched (online) a local public meeting	32%	Similar	Similar
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	32%	Higher	Similar
Contacted Glenwood Springs elected officials (in-person, phone, email, or web) to express your opinion	28%	Higher	Similar

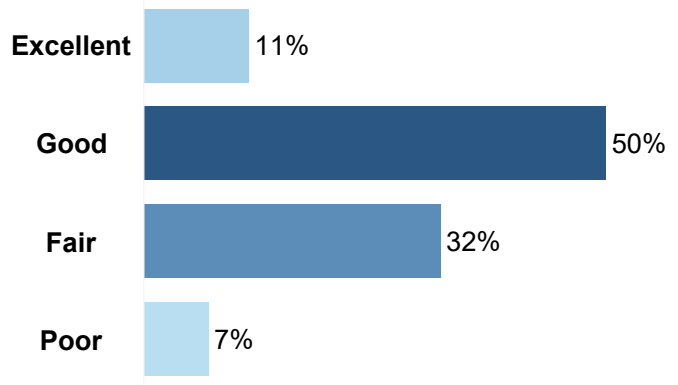
9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

10. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Glenwood Springs, 2025



Please rate each of the following aspects of quality of life in Glenwood Springs.
(% excellent or good)

		vs. national benchmark ¹¹	vs. custom benchmark ¹²
Glenwood Springs as a place to visit	89%	Much higher	Similar
Glenwood Springs as a place to work	61%	Similar	Similar

Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

Overall economic health of Glenwood Springs	61%	Similar	Similar
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Please rate each of the following in the Glenwood Springs community.
(% excellent or good)

Vibrancy of downtown/commercial area	70%	Higher	Similar
Overall quality of business and service establishments in Glenwood Springs	65%	Similar	Similar
Shopping opportunities	50%	Similar	Similar
Variety of business and service establishments in Glenwood Springs	47%	Similar	Similar
Employment opportunities	38%	Similar	Similar
Cost of living in Glenwood Springs	8%	Much lower	Similar

Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

Economic development	46%	Similar	Similar
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What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

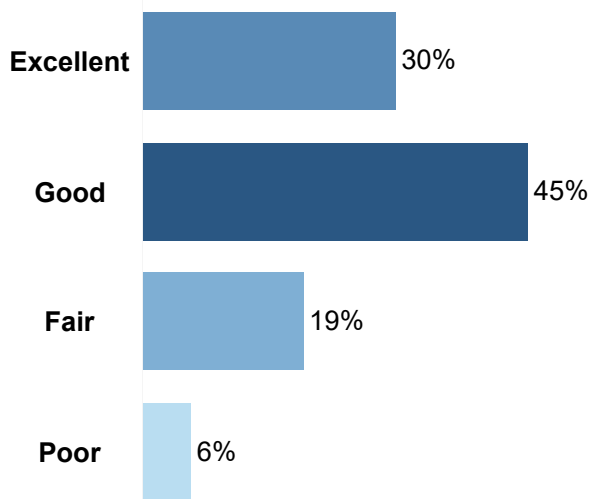
What impact, if any, do you think the economy will have on your family income in the next 6 months?	12%	Lower	Similar
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11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
12. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Mobility

The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.

Overall quality of the transportation system in Glenwood Springs, 2025



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

		vs. national benchmark ¹³	vs. custom benchmark ¹⁴
Overall quality of the transportation system (auto, bicycle, foot, bus) in Glenwood Springs	75%	Higher	Similar

Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Ease of travel by bicycle in Glenwood Springs	77%	Higher	Similar
Ease of walking in Glenwood Springs	77%	Higher	Similar
Ease of travel by public transportation in Glenwood Springs	68%	Much higher	Similar
Ease of public parking	35%	Lower	Similar
Ease of travel by car in Glenwood Springs	34%	Much lower	Lower
Traffic flow on major streets	11%	Much lower	Much lower

Please rate the quality of each of the following services in Glenwood Springs.
 (% excellent or good)

Bus or transit services	80%	Much higher	Similar
Snow removal	73%	Similar	Similar
Street lighting	62%	Similar	Similar
Sidewalk maintenance	60%	Similar	Similar
Street cleaning	58%	Similar	Similar
Street repair	43%	Similar	Similar
Traffic enforcement	42%	Lower	Similar
Traffic signal timing	30%	Lower	Lower

Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)

Walked or biked instead of driving	80%	Much higher	Similar
Carpooled with other adults or children instead of driving alone	63%	Higher	Similar
Used bus or other public transportation instead of driving	63%	Much higher	Higher

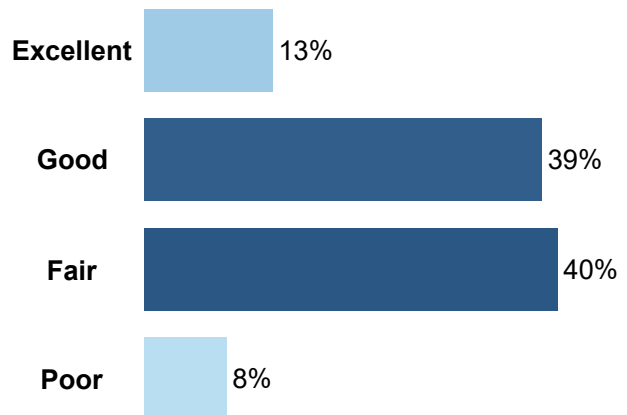
13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

14. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Overall design or layout of Glenwood Springs's residential and commercial areas, 2025

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.



Please rate each of the following aspects of quality of life in Glenwood Springs.
(% excellent or good)

		vs. national benchmark ¹⁵	vs. custom benchmark ¹⁶
Your neighborhood as a place to live	79%	Similar	Similar

Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

Overall design or layout of Glenwood Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	52%	Similar	Similar
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Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Preservation of the historical or cultural character of the community	68%	Similar	Similar
Overall appearance of Glenwood Springs	62%	Similar	Similar
Public places where people want to spend time	59%	Similar	Similar
Well-designed neighborhoods	44%	Similar	Similar
Well-planned commercial growth	30%	Similar	Similar
Well-planned residential growth	29%	Lower	Similar
Overall quality of new development in Glenwood Springs	23%	Lower	Similar

Variety of housing options	15%	Much lower	Similar
Availability of affordable quality housing	7%	Lower	Similar

Please rate the quality of each of the following services in Glenwood Springs.
 (% excellent or good)

Code enforcement (weeds, abandoned buildings, etc.)	40%	Similar	Similar
Land use, planning, and zoning	30%	Similar	Similar

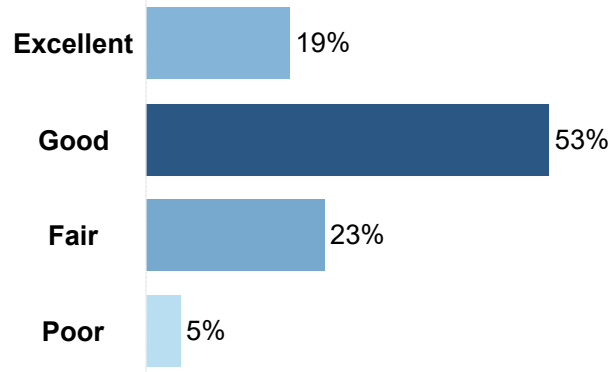
15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

16. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Utilities

Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.

Overall quality of the utility infrastructure in Glenwood Springs, 2025



Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

		vs. national benchmark ¹⁷	vs. custom benchmark ¹⁸
Drinking water	82%	Higher	Similar
Sewer services	82%	Similar	Similar
Power (electric and/or gas) utility	79%	Similar	Similar
Storm water management (storm drainage, etc.)	71%	Similar	Similar
Garbage collection	68%	Similar	Similar
Utility billing	65%	Similar	Similar
Affordable high-speed internet access	54%	Similar	Similar

Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

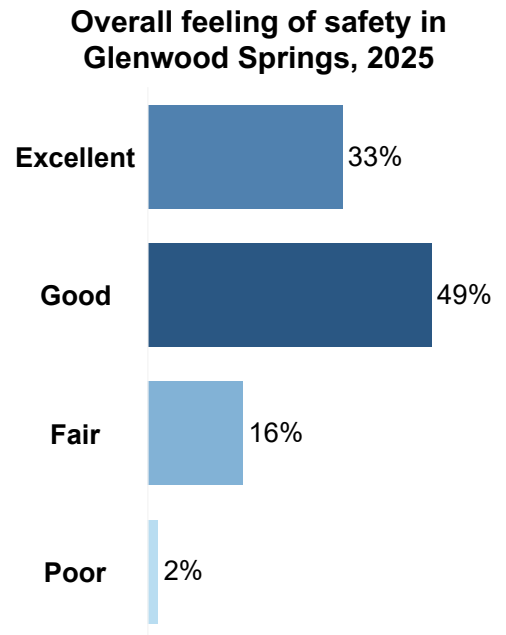
Overall quality of the utility infrastructure in Glenwood Springs (water, sewer, storm water, electric/gas, broadband)	72%	Similar	Similar
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¹⁷. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

¹⁸. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
 (% excellent or good)

		vs. national benchmark ¹⁹	vs. custom benchmark ²⁰
Overall feeling of safety in Glenwood Springs	82%	Similar	Similar

Please rate how safe or unsafe you feel:
 (% very or somewhat safe)

In your neighborhood during the day	97%	Similar	Similar
In Glenwood Springs's downtown/commercial area during the day	92%	Similar	Similar
From violent crime	91%	Similar	Similar
From property crime	80%	Similar	Similar
From fire, flood, or other natural disaster	56%	Lower	Similar

Please rate the quality of each of the following services in Glenwood Springs.
 (% excellent or good)

Fire services	91%	Similar	Similar
Ambulance or emergency medical services	85%	Similar	Similar
Fire prevention and education	71%	Similar	Similar
Crime prevention	66%	Similar	Similar
Police services	64%	Similar	Similar
Animal control	62%	Similar	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	46%	Lower	Similar

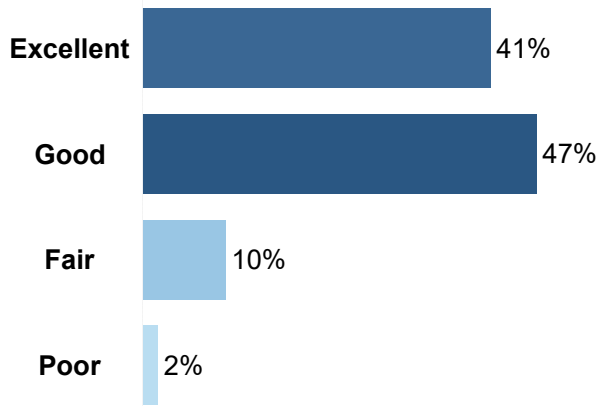
19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

20. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Natural Environment

The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.

Overall quality of natural environment in Glenwood Springs, 2025



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

		vs. national benchmark ²¹	vs. custom benchmark ²²
Overall quality of natural environment in Glenwood Springs	88%	Similar	Similar

Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Air quality	85%	Similar	Similar
Water resources (beaches, riverways, etc.)	82%	Higher	Similar
Cleanliness of Glenwood Springs	66%	Similar	Similar

Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

Recycling	68%	Similar	Higher
Yard waste drop-off	66%	Similar	Higher
Glenwood Springs open space	62%	Similar	Similar
Preservation of natural areas (open space, farmlands, and greenbelts)	56%	Similar	Lower

21. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

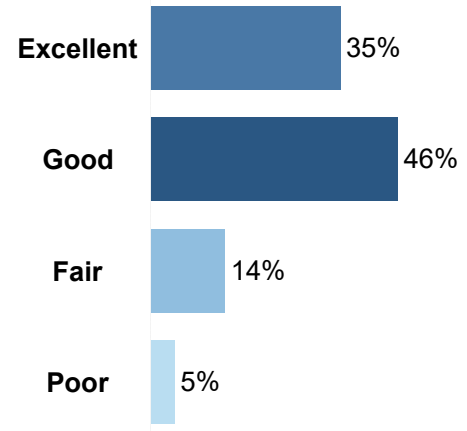
22. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Overall quality of the parks and recreation opportunities, 2025

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

-National Recreation and Park Association



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

		vs. national benchmark ²³	vs. custom benchmark ²⁴
Overall quality of parks and recreation opportunities	81%	Similar	Similar

Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Availability of paths and walking trails	91%	Higher	Similar
Recreational opportunities	89%	Higher	Similar
Fitness opportunities (including exercise classes and paths or trails, etc.)	87%	Higher	Similar

Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

City parks	77%	Similar	Similar
Recreation centers or facilities	75%	Similar	Similar
Recreation programs or classes	69%	Similar	Similar

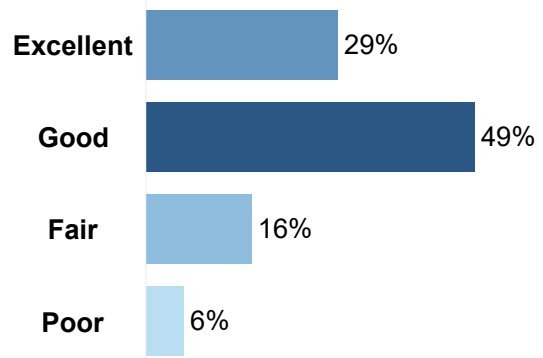
²³ Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

²⁴ Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report..

Overall health and wellness opportunities in Glenwood Springs, 2025

Health and Wellness

The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

		vs. national benchmark ²⁵	vs. custom benchmark ²⁶
Overall health and wellness opportunities in Glenwood Springs	78%	Similar	Similar

Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Availability of preventive health services	48%	Similar	Similar
Availability of affordable quality food	39%	Lower	Similar
Availability of affordable quality health care	37%	Lower	Similar
Availability of affordable quality mental health care	28%	Similar	Similar

Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

Health services	62%	Similar	Similar
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Please rate your overall health.
(% excellent or very good)

Please rate your overall health.	74%	Similar	Similar
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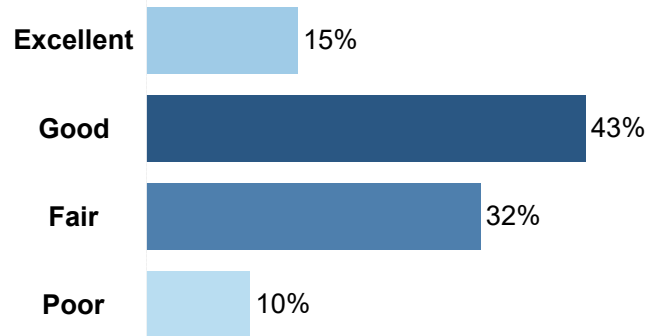
²⁵. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

²⁶. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2025



Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

		vs. national benchmark ²⁷	vs. custom benchmark ²⁸
Overall opportunities for education, culture, and the arts	57%	Similar	Similar

Please also rate each of the following in the Glenwood Springs community.
(% excellent or good)

Opportunities to attend special events and festivals	72%	Similar	Similar
Opportunities to attend cultural/arts/music activities	62%	Similar	Similar
Adult educational opportunities	60%	Similar	Higher
Community support for the arts	59%	Similar	Similar
K-12 education	55%	Similar	Similar
Availability of affordable quality childcare/preschool	25%	Lower	Similar

Please rate the quality of each of the following services in Glenwood Springs.
(% excellent or good)

Public library services	93%	Similar	Similar
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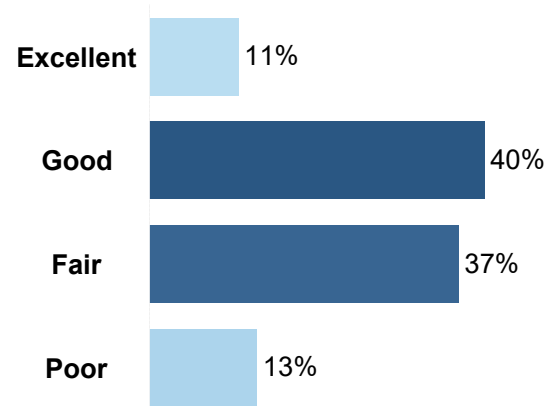
²⁷. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

²⁸. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged.

Residents' connection and engagement with their community, 2025



Please rate each of the following aspects of quality of life in Glenwood Springs.
(% excellent or good)

		vs. national benchmark ²⁹	vs. custom benchmark ³⁰
Glenwood Springs as a place to raise children	66%	Similar	Similar
Sense of community	59%	Similar	Similar
Glenwood Springs as a place to retire	52%	Similar	Similar

Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.
(% excellent or good)

Residents' connection and engagement with their community	50%	Similar	Similar
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Please rate the job you feel the Glenwood Springs community does at each of the following.
(% excellent or good)

Making all residents feel welcome	71%	Similar	Similar
Valuing/respecting residents from diverse backgrounds	64%	Similar	Similar
Attracting people from diverse backgrounds	59%	Similar	Higher
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	37%	Lower	Similar

Please also rate each of the following in the Glenwood Springs community.
 (% excellent or good)

Opportunities to volunteer	69%	Similar	Similar
Opportunities to participate in social events and activities	63%	Similar	Similar
Opportunities to participate in community matters	62%	Similar	Similar
Openness and acceptance of the community toward people of diverse backgrounds	62%	Similar	Similar
Neighborliness of residents in Glenwood Springs	61%	Similar	Similar
Sense of civic/community pride	56%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)

Volunteered your time to some group/activity in Glenwood Springs	48%	Higher	Similar
Campaigned or advocated for a local issue, cause, or candidate	31%	Higher	Similar

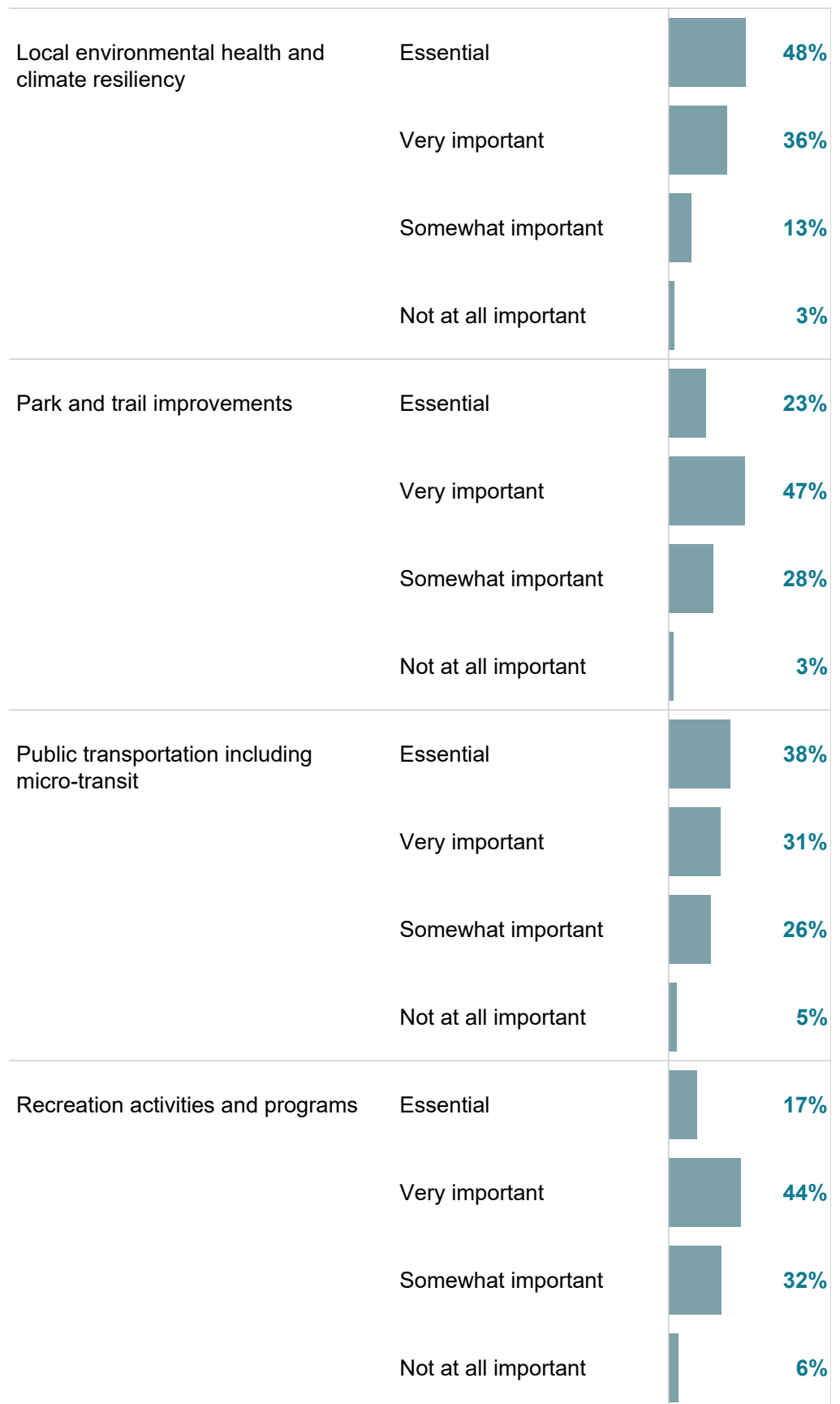
29. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

30. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Custom Questions

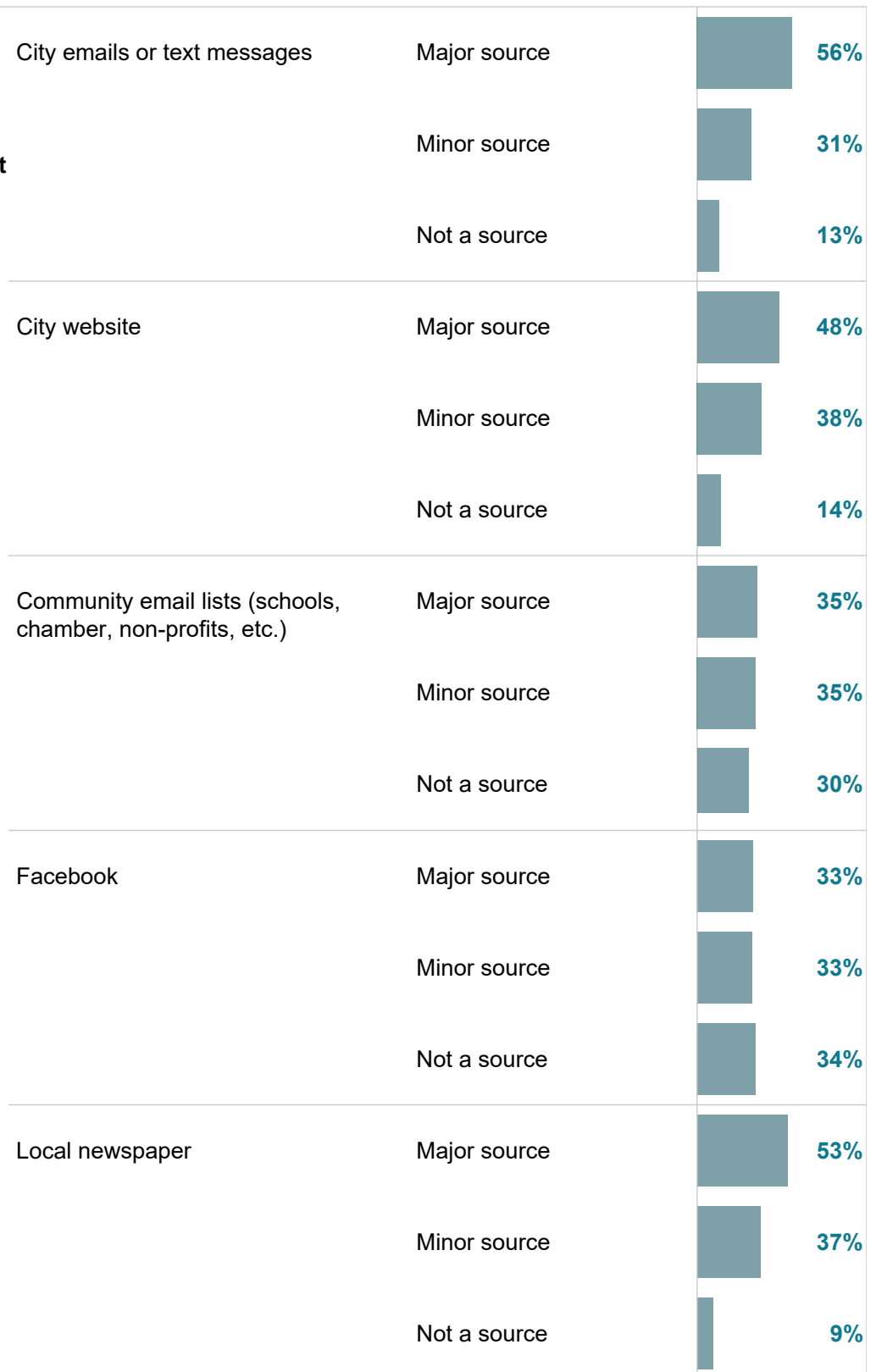
Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded.

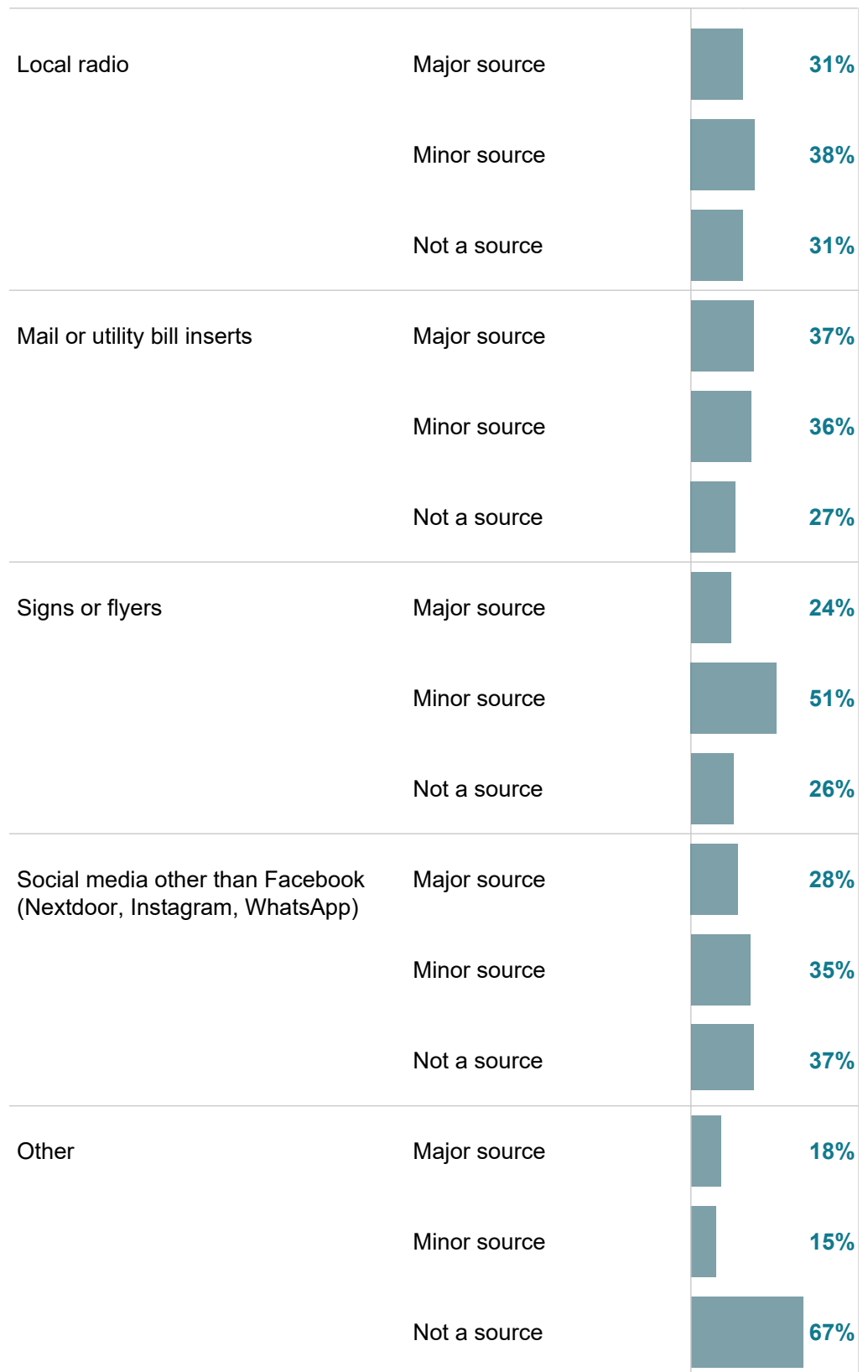
Overall, how would you rate the quality of the services provided by each of the following?	Garfield County Government	Excellent		14%
		Good		38%
		Fair		33%
		Poor		15%
Please rate how important, if at all, you think it is for Glenwood Springs to make the following investments.	Emergency preparedness	Essential		60%
		Very important		32%
		Somewhat important		7%
		Not at all important		1%
	Financial incentives to attract or support private businesses/retailers	Essential		24%
		Very important		25%
		Somewhat important		36%
		Not at all important		16%
	Housing affordability and stability	Essential		65%
		Very important		23%
		Somewhat important		7%
		Not at all important		5%

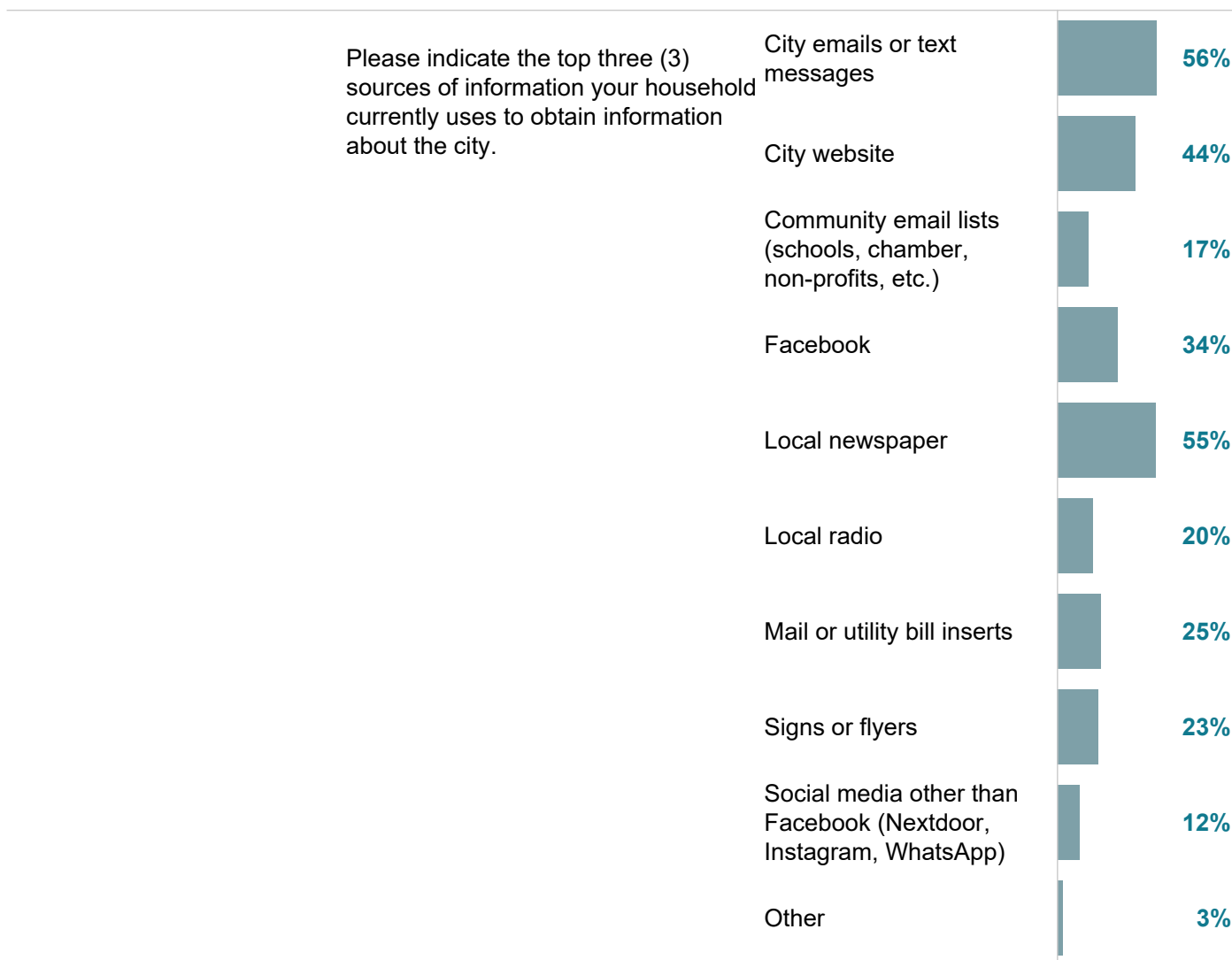


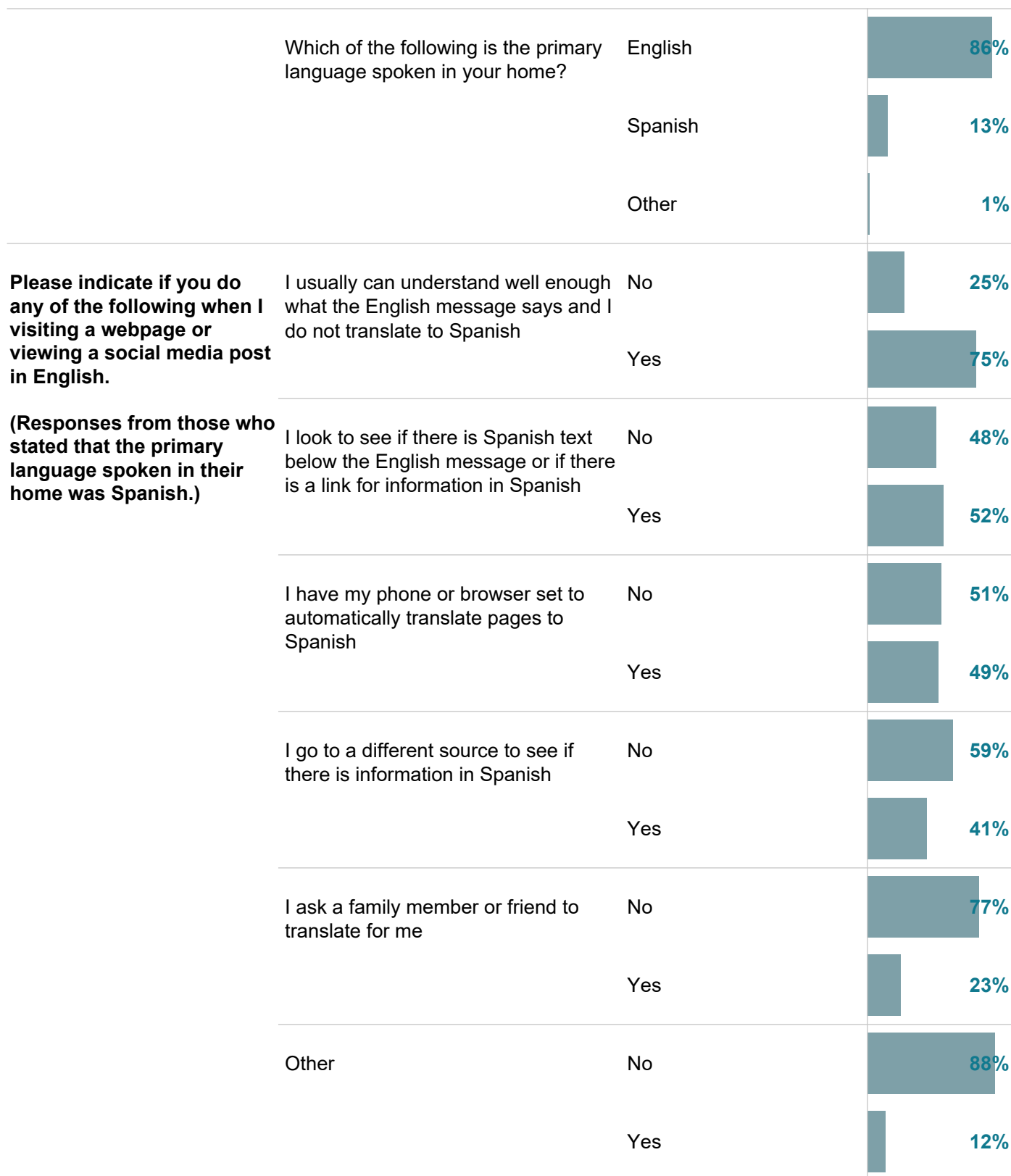


Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the city government and its activities, events, and services.









The City of Glenwood Springs 2025 Community Survey

Please complete this survey if you are an adult (age 18 or older). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Glenwood Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Glenwood Springs as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Glenwood Springs as a place to raise children	1	2	3	4	5
Glenwood Springs as a place to work.....	1	2	3	4	5
Glenwood Springs as a place to visit.....	1	2	3	4	5
Glenwood Springs as a place to retire.....	1	2	3	4	5
The overall quality of life in Glenwood Springs.....	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Glenwood Springs as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Glenwood Springs	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Glenwood Springs	1	2	3	4	5
Overall design or layout of Glenwood Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Glenwood Springs	1	2	3	4	5
(water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Glenwood Springs.....	1	2	3	4	5
Overall quality of natural environment in Glenwood Springs.....	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Glenwood Springs	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Glenwood Springs to someone who asks....	1	2	3	4	5
Remain in Glenwood Springs for the next five years.....	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Glenwood Springs's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Glenwood Springs community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Glenwood Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Glenwood Springs.....	1	2	3	4	5
Variety of business and service establishments in Glenwood Springs.....	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in Glenwood Springs.....	1	2	3	4	5
Overall image or reputation of Glenwood Springs	1	2	3	4	5

7. Please also rate each of the following in the Glenwood Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Glenwood Springs.....	1	2	3	4	5
Ease of travel by public transportation in Glenwood Springs.....	1	2	3	4	5
Ease of travel by bicycle in Glenwood Springs.....	1	2	3	4	5
Ease of walking in Glenwood Springs	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Glenwood Springs.....	1	2	3	4	5
Overall appearance of Glenwood Springs	1	2	3	4	5
Cleanliness of Glenwood Springs	1	2	3	4	5
Water resources (beaches, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Glenwood Springs.....	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Glenwood Springs (in-person, phone, email, web) for help or information	1	2
Contacted Glenwood Springs elected officials (in-person, phone, email, web) to express your opinion ...	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online) a local public meeting	1	2
Volunteered your time to some group/activity in Glenwood Springs.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

The City of Glenwood Springs 2025 Community Survey

9. Please rate the quality of each of the following services in Glenwood Springs.

	Excellent	Good	Fair	Poor	Don't know
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services.....	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Glenwood Springs open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste drop-off	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Overall customer service by Glenwood Springs employees..... (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Glenwood Springs government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Glenwood Springs	1	2	3	4	5
The overall direction that Glenwood Springs is taking	1	2	3	4	5
The job Glenwood Springs government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Glenwood Springs government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Glenwood Springs	1	2	3	4	5
Garfield County Government.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Glenwood Springs community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Glenwood Springs	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Glenwood Springs	1	2	3	4
Overall design or layout of Glenwood Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Glenwood Springs (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Glenwood Springs.....	1	2	3	4
Overall quality of natural environment in Glenwood Springs.....	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Glenwood Springs.....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please rate how important, if at all, you think it is for Glenwood Springs to make the following investments.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Emergency preparedness.....	1	2	3	4
Financial incentives to attract or support private businesses/retailers.....	1	2	3	4
Housing affordability and stability.....	1	2	3	4
Local environmental health and climate resiliency	1	2	3	4
Park and trail improvements.....	1	2	3	4
Public transportation including micro-transit.....	1	2	3	4
Recreation activities and programs	1	2	3	4
Responding to the impacts of homelessness	1	2	3	4
Street and utility infrastructure improvements.....	1	2	3	4

14. Are there any additional areas of investment you would like to see the city prioritize?

- ☐ No → skip to Question 16
☐ Yes → continue to Question 15

15. Please specify any additional areas of investment you would like the City of Glenwood Springs to prioritize.

16. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the city government and its activities, events, and services. Also indicate the top three (3) sources of information your household currently uses to obtain information about the city.

	<u>Major source</u>	<u>Minor source</u>	<u>Not a source</u>	<u>Top 3 Sources</u>
City emails or text messages	1	2	3	☐
City website	1	2	3	☐
Community email lists (schools, chamber, non-profits, etc.)	1	2	3	☐
Facebook.....	1	2	3	☐
Local newspaper	1	2	3	☐
Local radio	1	2	3	☐
Mail or utility bill inserts	1	2	3	☐
Signs or flyers.....	1	2	3	☐
Social media other than Facebook (Nextdoor, Instagram, WhatsApp) ..	1	2	3	☐
Other, please specify:	1	2	3	☐

17. Which of the following is the primary language spoken in your home?

- ☐ English
☐ Spanish
☐ Other

The City of Glenwood Springs 2025 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Glenwood Springs?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ Single-family detached home
☐ Townhouse or duplex (may share walls but no units above or below you)
☐ Condominium or apartment (have units above or below you)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$300 ☐ \$2,500 to \$3,999
☐ \$300 to \$599 ☐ \$4,000 to \$6,999
☐ \$600 to \$999 ☐ \$7,000 to \$9,999
☐ \$1,000 to \$1,499 ☐ \$10,000 or more
☐ \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$100,000 to \$149,999
☐ \$25,000 to \$49,999 ☐ \$150,000 to \$199,999
☐ \$50,000 to \$74,999 ☐ \$200,000 to \$299,999
☐ \$75,000 to \$99,999 ☐ \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

☐ No ☐ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ A race not listed

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Woman
☐ Man
☐ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

☐ Agender/I don't identify with any gender
☐ Genderqueer/gender fluid
☐ Non-binary
☐ Transgender man
☐ Transgender woman
☐ Two-spirit
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 14050, Houston, TX 77221-9904

	A
1	Please specify any additional areas of investment you would like the City of Glenwood Springs to prioritize.
2	1. COMMUNICATION AT THE STORES STAFF DOESN'T SPEAK ENGLISH! 2. HOME OWNERS SHOULD HAVE DESIGNATING PARKING BY THE HOUSE!
3	A grocery store like Trader Joe's or Sprouts. We need another store.
4	A HIGHWAY (82/GRAND AVE) BY-PASS. BUT WHERE/HOW? ADDITIONAL BRIDGE OVER ROARING FORK. (I KNOW ONE IS BEING WORKED ON BY AIRPORT. NEED ONE CLOSER TO TOWN.)
5	ABOUT A NON-GROWTH POLICY. CITY HAS REACHED POPULATION LIMIT. TOO MANY PEOPLE & VEHICLES NOW.
6	ACTUALLY ENFORCING CURRENT LAWS INCLUDING RUNNING RED LIGHTS AT GRAND 8TH, SEMI JAKE BRAKES/NOISE AND SIDE WALKS LOW-HANGING FREES &
7	ADA PARKS. WE ARE NOT INCLUSIVE TO OUR YOUTH WITH DISABILITIES WORK ON HISTORICAL VISION.
8	Addressing overdevelopment. Too much building. Too much traffic.
9	Addressing the homeless camps and graffiti all along the Rio Grande bike path. For example, the recycling center's fence is riddled with graffiti as is the Midland tunnel to the rec center. Yampa students are trashing the area between the school and rec center. Put in a trash can as many eat lunch on that strip. We need more cameras around town to catch the people tagging. Also, the amount of traffic and noise (no enforcement of the noise ordinance) with the noisy mufflers. The quality of life due to the traffic noise is concerning. More speed cameras needed on 27th. Don't allow 18 wheel semi trucks on Midland and S Grand. In the last 3 days, I have seen 5 big semi trucks and many are not adhering to the traffic circle rules. In other words, more police presence during rush hour to crack down on noisy vehicles and speeding. We need a safer bike path from 8th street to rec center.
10	Affordable access to quality childcare
11	AFFORDABLE BUSINESS FOR PEOPLE MAKING UNDER ON 70.000
12	Affordable Housing for Glenwood Springs residents
13	Affordable starter home housing opportunities and animal control (stray animals, wild animal management)
14	Air quality in downtown is bad because of the traffic on the bridge. It's awful during the summer.
15	Another grocery store and public bathrooms somewhere by bike path by dog park area.
16	Another Grocery Store. Rail to Aspen that bypasses downtown GWS. Timely building inspectors and permitting system for pre-existing structure improvements. The employees have a really bad reputation for being rude, biased, and having questionable ethics. They have held up households from making timely repairs and improvements. I don't know if they are too strict, underpaid, or understaffed, but if yours could please take a close look that would be appreciated. I am happy with our EMS but feel they need more financial assistance to maintain the services they provide.
17	ATTRACT ANOTHER GROCERY STORE TO COMPETE & SUPPLEMENT CITY MARKET!
18	BEAUTIFY THE ENTRANCE TO GLENWOOD. THE PATCH OF DIRT W/ THE HOSPITAL SIGN NEEDS TO BE PLANTED W/ SOMETHING'S OTHER THOU WEEDS.
19	BETTER STREET PROJECTS. 27TH GRAND ROUND ABOUT WAS NOT PROPERLY ADDRESSED FOR THE TRAFFIC PATTERNS. FLOW THE NO TROL UNDER 27TH + S. GLENN WAS DANGEROUS. RECES BLAKE/23RD ADDED A BOTTLENECK & ADDED A DANGEROUS ASPECT.
20	BETTER TRAFFIC ENFORCEMENT, SEPARATION OF BIKE PATHS AND PEDESTRIAN PATHS, INCREASING POPULATION NEEDS GROCERY STORES & SHOPPING CHOICES FOR CLOTHING NEEDS, MOVIE THEATERS, ENTERTAINMENT

Q15 - Random Sample

	A
21	Bring the workforce back...increase wages, no one can afford to live here causing workers to leave.
22	BROADBAND IN THE HIGHLANDS NEIGHBORHOOD ANOTHER GROCERY STONE!! REVITALIZE THE MALL
23	BUILD OUTDOOR DEDICATED PICKLEBALL COURTS!!!
24	CARE FOR ELDERLY, DISABLED, AGE IN PLACE W/ HOME CARE SERVICES, CARE AND SERVICES FOR ALL RACES/ORIGINS.
25	CHICK-FIL-A OR TRADER JOE'S WOULD BE AMAZING!
26	Clean-up and landscape right-of-way maintenance along I-70 and US 6. Indeed, it is the state's responsibility, but how poorly it is maintained reflects on GWS. Drive through Vail on I-70 and see the vast difference. 'Our' easement looks like something you'd find in a metro area, not a resort destination: trash; weeds; overgrowth of vegetation; broken guardrails: debris along the shoulders. With some greater (or any) attention it could look vastly more inviting from West GWS through to the tunnels than it does now.
27	CLIMATE CHANG ADOPTABILITY PROMOTE ENERGY FELICITY
28	COMMUNITY NEED HIGHWAY 82 BY-PASS
29	CONSTRUCT SH82 BYPASS!
30	Create dedicated Pickleball courts like all the other towns around us. Encourage and incentivise another major grocery store.
31	Creating car-free zones downtown to separate car and pedestrian use and phasing out streetlights in residential areas
32	DON'T WASTE MONEY ON THE SOUTH BRIDGE
33	EMERGENCY PREPAREDNESS ESPECIALLY WILDFIRE EMERGENCIES
34	EMERGENCY PREPAREDNESS, ECONOMIC GROWTH - BRING IN MID-SIZE COMPANIES TO TRAIN & KEEP BUSINESS HERE AND SNOW
35	Enclose the open sheet of ice for year round use and use the lower level grass area below the ice rink for another sporting use determined by the public.
36	Energy efficiency and green energy programs
37	ENFORCE BEA-PROOF TRASH CANISTERS. REDUCE # OF SHORT-TERM RENTALS THESE KILL GWS
38	enforcement of vehicle noise ordinance via "sound cameras" abd other means.
39	Ensuring our community is safe from ICE, both community members and the negative economic impact.
40	Establish and enforce law that prevent vagrants and pan handling. The homeless problem is unacceptable.
41	Establishing pickle ball courts at Sawyer. Getting rid of the fake grass on those courts as well as Veltus so they are usable to promote healthy tennis and pickleball community.
42	Existing infrastructure.
43	Expansion of Rec Center and a Concert venue
44	Figuring out some traffic/pedestrian mitigation around 8th and grand. Obviously lots of other traffic issues on Grand but this one seems like there could be some interesting solutions. Figuring out some solutions for more parking downtown.
45	Finding the "shadow homes" that are available and not lived in. One way we could find housing, without building new homes. Also the traffic to and from aspen at rush hour needs work.
46	FIRE PREP & EVALUATION PLANNING

Q15 - Random Sample

	A
47	FIX ALL THE STREETS, STEP PAWING ALLEGIS & DOING STAFF FOR TOURISTS, FINISH ALL PROJECTS FASTER IE 6TH ST BRIDGE PART (DO IT SISTERS)
48	Fix the existing streets and sidewalks
49	Fix the streets already!!!!!! It's embarrassing to live in such a shithole!
50	Fixing backroad and bringing older billing to update codes.
51	FOCUS ON DEFERRED MAINTENANCE (ESSENTIAL)
52	Focus on improving quality of life for the people who live here. Not just mindless growth. Enough apartments. Why must city hall feel and act like a unwelcoming fortress?
53	GARBAGE AND HOUSEHOLD TRASH REMOVAL. REDUCING CITY SALES TAXES. BRINGING GROCERY STORES
54	GENERAL SENSE OF PRIDE & COMMITMENT TO COMMUNITY IS LACKING. CARBONDALE AS AN EXAMPLE, HAS MORE.
55	GET ANOTHER GROCERY STORE!!
56	GET THE SOUTH BRIDGE COMPLETED. CHARGING A TOLL TO PAY FOR IT IS OKAY.
57	GETTING A 2ND GROCERY STORE TO COME IN
58	Given how much our communities upvalley have invested in their mountain bike trail systems (and how much benefit has been seen economically), I would like to see Glenwood invest in some new single-track trails that can be accessed from town. Grandstaff is an amazing trail, and Wulfssohn is fine, but that's really all there is.
59	Giving loans to mobile home park residents to purchase their parks, also the City should consider purchasing mobile home parks. Infill: redevelop empty stores into affordable housing, parks, and businesses; security cameras in the public parking garage
60	Glenwood is too over populated! We need another grocery store in town
61	GLENWOOD NEEDS MORE PICKLEBALL COURTS TO CATER FOR THE FASTEST GROWING SPORT IN THE U.S. NEED MORE GROCERY STORES
62	G'MT RESISTANCE TO REMOVE ABANDON VEHICLES FROM PERIVALE PROPERTY!
63	GROCERY STORE!!! City Market is over run and can not feed this community alone. Having Walmart and Target is nice for processed foods, but FRESH meat, fruits and veggies they do not have! And Natural Grocers is to expense for the average family. SO why is it that the city decided to put a freight hardware and ARC in that space?!?! We have enough hardware and second hand stores. Why is it the city thought this is what is needed for the community? You are NOT looking out for the community/public opinion or interest!
64	Grocery Stores
65	GS is putting in speed cameras, we have very high traffic in morning and evening on South Grand Avenue, and 99 out of 100 drivers speed on this stretch of the Ave. Especially from the cemetery down to 27th st roundabout. There is heavy foot traffic on the stretch, a speed camera would do wonders. Additionally, there used to be a painted cross walk near the "My School" day care. This was left out after the last resurfacing. Between the school and day care on S Grand it's just a matter of time until a serious accident will happen. A minimum the cross walk shout be back in place but a speed camera would do wonders.
66	GWS NEEDS TO DECIDE IF WE ARE GOING TO BE A RESORT AND TOURIST COMMUNITY OR ENCOURAGE THE HOMELESS. YOU CANNOT BE BOTH. BEA RESORT OF FEED THE HOMELESS.
67	HARMLESS NEVER HAS NEIGHBORHOOD FEEL UNSAFE! PLEASE DO SOMETIMES ABOUT THEM. THEY'RE STARTED A FIX DOC!

Q15 - Random Sample

	A
68	Homeless camping in no camping areas. The small open spaces that residents of the town can escape to are destroyed by the homeless populations ability to camp/live on city property with no consequences.
69	HOMELESS ENCAMPMENTS IN AND AROUND THE CITY NEED TO BE REMOVED. THEY ARE A SAFETY AND FIRE HAZARD. PICKLEBALL COURTS AT THE COMMUNITY
70	Housing assistance for locals, less people that work here live here every year.
71	Housing vs. traffic
72	Human services
73	I BELIEVE THE CITY OWNED PROPERTY ON PARTNER PARK BELOW RECYCLING CENTER SHOULD BE RIVER ACCESS PARK W/ PARKING INSTEAD OF RECYCLING CENTER ON TOWN.
74	I do not think the city should be in the real estate business as far as affordable housing. Glenwood Springs should discourage the homeless encampments, since they are a clear and present danger. Add some permanent pickle ball courts at the community center to compliment the tennis courts.
75	I FEEL LACK OF PARKING IN RESIDENTIAL AREAS CREATES HOTEL AMONG NEIGHBOURS
76	I firmly believe Glenwood Springs won't be an enjoyable place to live unless highway 82 is rerouted somehow. Getting around town genuinely makes living here miserable at times. My girlfriend and I just moved here and will be moving to another town in the valley as soon as the opportunity arises. Most of our conversations with other friends asking about living here are not positive and this is all centered around the traffic here. I know you are aware of this as I am sure all residents are. On a more positive and lighter note, the trails are great, the bikes paths are great, and outdoor life is good. Another would be having access to an additional grocery store.
77	I would like to see strict limits or a moratorium placed on vacation rentals such as vrbo or Airbnb in our town and neighborhoods.
78	I would like to see the city allow another grocery store
79	I would like to see the city move the south bridge project forward. It is very important for the safety and traffic efficiency of the community.
80	I WOULD LIKE TO SEE THE OLD MALL REOPENED W/A GROCERY STORE WE NEED A SECOND GROCERY STORE MORE THAN ANYTHING.
81	IMPROVE 12TH ST UNDER PASS TO ALLOW ELEMENTARY CHILDREN SAFE PASSAGE UNDER GRAND. (MY KID IS TOO SCARED) WEEDS REALLY BOTHER ME ON MIDLAND/6TH IMPROVE 6TH ST PATH TO GSMS
82	IMPROVING GLENWOOD PARK ROAD & STREET PARKING! & STOP TALKING ABOUT SOUTH BRIDGE
83	Indoor venues for cold weather activities--Pickleball courts, for instance. Convert the old Bet Bath and Beyond store into an indoor pickleball facility like was done in Littleton. Also, we need an indoor venue where residents and visitors can go dancing! Please! And dammit, get another grocery store in this town. Our City Market is pathetic!!
84	INS FEEL SPEED LIMIT SIGN ON AREA BLACKS AVE. 24TH TO 27TH ST. & TRAFFIC CALMING
85	INVEST IN LESS HOUSING DEVELOPMENT INVEST IN CURB & GUTTER IN WEST GLENWOOD SPRINGS
86	Invest in the appearance of public projects and prioritize minimizing environmental impacts of said projects.

Q15 - Random Sample

	A
87	It doesn't really give you an opportunity to say this, but if I answered "not important" it's because I think we're doing a great job already. I would like to see the city do more for communication. I have to rely on Facebook or a really unhelpful newspaper to get any kind of community information. On the radio, NPR and other stations really focus on news in Carbondale and up Valley it would be so nice to have some kind of local media Like television reporting. If there was an emergency like a fire, I don't know how I would get information. Grand Junction is able to create such a community field with their local TV news programming. There might be community events, but I think a lot of members in the community are disconnected and unaware of what's going on.
88	It is a well-known fact that Glenwood Springs recycling goes straight to the dump. Fix that.
89	It is challenging to dispose of yard waste. 4 hours every other Saturday is not sufficient. Bring back the annual spring cleanup, and find a way to include yard waste pickup in the trash program. Not everyone has a vehicle big enough to carry yard waste to the dumping ground, or a schedule that works with 4 hours every other Saturday.
90	It would be nice if there would be talk about building a bypass somehow without stop signs that we would start from before entering the city of Glenwood Springs to possibly going out by the dump area where Glenwood Springs would have a lot less traffic. I would also think it would be good to have Glenwood Springs stop building residential housing. And we need another grocery store, please. Also, with the trash fees, I believe that the Glenwood Springs should just offer the bear proof containers without the extra cost. With the utilities, the disconnect policy where you have to pay extra just to get it back on is not fair too low income families. I also believe we could tear down them all in West Greenwood that has Ross in it and we should build a community park with a swimming pool like rifle has. It would be nice to have a place to go swimming for residence Glenwood Springs so I don't have to pay \$50-\$70 just to get in. Also, there are no extracurricular activities for children who don't play sports. I believe the community center should have more diverse after school activities like karate, martial arts or dance classes for children.
91	Keeping open space before there isn't any. The old water treatment site is the only riverfront not commercial. Two rivers park is full. You need to create space for the 1000 new residents you have in new and planned apartments. Save that site for the people not commercial and not housing. WE NEED A SECOND GROCERY STORE
92	LESS AIR BUSES SO RESIDENTS CAN HAVE ACTUAL HOURS
93	LESS MONEY SPENT ON THE ARTS AND MORE SPENT ON QUALITY OF LIFE FOR ALL RESIDENTS.
94	LIGHTING FOR OUR TOURISTS & RESIDENTS WHILE WALKING DOWNTOWN TO & FROM HOTELS & THE POOL MANY LIGHTS HAVE BEEN ACT.
95	LIKE TO SEE CITY COUNCIL PUT THE NEEDS OF THE PEOPLE FIRST NOT THEMSELVES
96	Limiting short term rentals and incentivizing landlords to rent to employees that work in our city.
97	Lower valley trail between Glenwood Springs and New Castle.
98	Making Grand a safer street to drive on and taking the traffic cams off Midland where they aren't necessary
99	MODERN, FREQUENT POLICE BETTER-MORE INFO ON ALL TYPES OF CRIME-VEHICLE THEFT, BICYCLE THEFT, BREAK-INS, ETC HOLIDAY LIGHTS ARE EXCESSIVE IN DOA AREA, PLEASE ENFORCE CENTER SMOKING BAN
100	More events
101	MORE PICKEL BALL COURTS - THERE ARE NONE DEDICATE TO THIS SPORT GROWING.
102	MORE SENIOR HOUSING & SUPPORT! MANY SENIORS LIVE IN LARGE HOMES ONLY BECAUSE SMALL HOMES NOT AVAILABLE
103	More speed cameras.
104	NEED AFFORDABLE HOUSING IN GLENWOOD SPRINGS, MORE STOP CROCIERY MORE SENIOR HOUSE THAT AFFORDABLE IT COSTS WAY TOO MUCH TO LIVE HERE.

Q15 - Random Sample

	A
105	NEED ANOTHER GROCERY STORE BE SIDES CITY MARKET DON'T LIKE NATURAL GROCERS (NOT FRESH) LIKE TRADER JOES SPROUTS
106	NEED ECONOMIC DRIVERS SEPARATE FROM TOURISM-NEED AN ENTERTAINMENT TAX
107	NO MORE HOUSING - FOCUS ON PRESENT TRAFFIC AND FUTURE TRAFFIC PROBLEMS
108	OPEN SPACE HAS GOT TO BE A PRIORITY. WE DON'T ONE CONTINUOUS TOWN TO CARBONDALE. WE COULD USE ANOTHER PARK OR TWO! THERE ISN'T ENOUGH PLACES FOR PEOPLE TO GATHER & COOK OUT/CELEBRATE. OUR PARK TABLES AND CONCRETE ARE FILTHY!!
109	OPPO, TUNELESS FOR NEW RESIDENTS COMMUNITY-VOLUNTEER OPPORTUNITIES
110	OUR BIGGEST, NUMBER, IN YOUR FACE PROBLEM TRAFFIC. IT'S ONLY GOING TO GET WORSE, HURTING BUSINESS, QUALITY OF LIFE TUNNEL
111	Owner occupied housing options. Securing green buffer around city limits. Continue to aggressively oppose the RMI mine proposal.
112	PARKING, TRAFFIC CONGESTION
113	Parks and rec program - adult league basketball
114	Pedestrian focused urban planning- grand avenue is so unpleasant to be on- as both a driver and a pedestrian. When we don't have a comfortable place to gather it becomes difficult to develop our local community. We need more things that cater to locals-everything in this town feels like it is here to benefit the tourist. Yes we need tourism but we also need community.
115	PERFORMING ARTS CENTER, RETAIL & ANOTHER GROCERY STORE, IMPROVEMENT OF THE WEST GLENWOOD RETAIL, AREA, MALL.
116	pickle-ball facilities. Glenwood Springs offers the least recreational opportunities for the fastest growing and most popular sport for all ages in the country.
117	Placing the character and soul of our city and its residents first, before money, growth, tourism and greed
118	Policing of homeless camps. Traffic mitigation and shared cost burden with upvalley
119	Prioritize maintenance of existing infrastructure both essential utilities/roads and parks/recreation.
120	Prioritize the increases you are enforcing on your senior citizens! You are forcing retirees to move as they cannot continue to support all the welfare programs to help everyone else. Between mandatory utilities (ie-trash) and the increases in sales taxes you are forcing the cost of living to increase for all households.
121	Promote sustainable usage and protect the river corridors.
122	Protecting Immigrants
123	PUBLIC PARK AT CONFLUENCE. HOUSING AT OLD YOUTH ZONE SITE. TRAIL MAINTENANCE GLENWOOD TO NO NAME. TRAFFIC MITIGATION INCLUDING NOISE (MUFFLERS). LIGHT POLLUTION. PARK IN W. GLENWOOD.
124	QUALITY OF EDUCATION. GET DID OF THE HOMELESS DRUG ADDICTS.
125	QUIT SPENDING MONEY ON FLOCK A1 SURVEILLAN CAMERA!! NONSENSE HOW ABOUT ACTUAL, FINISHING THE COMMUNITY BROADBAND CRAP!???
126	Quit trying to cram as many people in this little valley as possible! We are full.
127	Red light cameras on grand especially for children crossing for school. Cleaning up trash on the trails/parks/bridges from homelsss people.
128	Reduce traffic volumes and develop bypass
129	REGIONAL TRANSPORTATION OPTIONS TO REDUCE THE NEGATIVE IMPACT OF SINGLE DRIVER COMMUTER TRAFFIC.
130	RELATING TO HOUSING - MORE INVESTMENT IN MIXED - USE. MIXED DENSITY NEIGHBORHOODS IN RESPONSE TO OUR AFFORDABLE HOUSING NEEDS

Q15 - Random Sample

	A
131	REMOVE THE TRAFFIC/FLOCK CAMERAS - WE DO NOT WANT YOU SELLING OUR MOBILITY DATA, PLEASE DO A BETTER JOB OF ENGAGING & PROTECTING & SERVING OUR LATINX COMMUNITY.
132	REPAIR STREETS & SIDEWALKS & CURBS, I HAVE LIVED AT 16TH STOP COOPER AVE SINCE 1965. ONLY MINOR REPAIRS HAVE BEEN DONE & NOTHING TO UP GRADE IT. AMESS. SIDEWALKS ARE USELESS ESPECIALLY TO SOME ONE WHO USES, A WALKER & CURBS ARE DIFFICULT. I FEEL SORRY FOR RESIDENCES LIVING ON MINTER AVE I LOVE GLENWOOD THANK YOU
133	ROAD AND SIDEWALK QUALITY
134	ROAD QUALITY TRAFFIC
135	SHELTERS FOR UNHOUSED, FOOD
136	Since the special street tax passed, I would expect there to be a lot more street projects going on that aren't being outsourced to front range engineering firms - keep the money in Glenwood!! Supporting Glenwood businesses whos employees live here and have GLENWOOD Springs's interest at heart!
137	South bridge and traffic
138	South Bridge figured out- safety concern
139	SPEEDING ON GRAND AVENUE
140	Stop allowing inner-city type of crowded, tall buildings on any available land.
141	Stop giving money away to out of state businesses and instead focus on fixing the issues we have here like homelessness or housing affordability.
142	STOP SPENDING \$ ON STUPID SHIT, GET RID OF HOMELESS/ILLEGALS, MAKE IT AFFORDABLE TO EAT AND LIVE HERE, MAKE IT SAFE TO LIVE HERE.
143	Stop trying to fill up every bit of open space that is left with tons of housing. We need to take a breath and fix our infrastructure before growing any more.
144	Study all transportation routes to move traffic through Glenwood
145	SUMMER EVENTS-BEYOND STRAWBERRY DAYS - NEED MORE NIGHTS, CONCERTS, ETC FOR LOCALS
146	Support for individuals with disabilities to have equal access to all city activities and events
147	THE DESIRE FOR LOCAL GOVERNMENT TO MAKE AS MUCH MONEY AS POSSIBLE WHILE KEEPING NON-RETIRED RESIDENTS IN MIND IS ESSENTIAL
148	The drugs and homelessness problems are running rampant. I grew up here, am raising my family here, but there has been a noticeable shift in the last 5 years that is making us consider moving away to somewhere that still has small town charm. That ship has sailed here with the homelessness, drugs, condo developments, etc and I sadly don't think it'll ever come back.
149	The homeless population. They sleep in our public bathrooms as well as shoot drugs up in the bathrooms. The public meeting on line was very disappointing. I want to walk around parks, eat outdoors downtown (they beg for food) and hang by the soda fountain at McDonald's. They beg at busy intersections, and park their campers off i70 West Glenwood. I feel uncomfortable around the homeless and especially if I have young children with me.

Q15 - Random Sample

	A
150	The police department does a good job trying to keep up with crime, traffic and community expectations. Fire and EMS services are overstaffed and are a truly reactionary asset. They can plow snow in winter and sweep streets and gutters that are currently covered in leaves. The instillation of traffic cameras is not necessary. The areas where these were installed are controlled by traffic flow and not a problem. This is once again the elected officials making their desires implemented while many other essential issues need to be addressed. I truly hope you have accurate traffic studies to include recommended speed limits in the areas of the traffic cameras. The speed limits in these areas are below common travel speeds which should have been noted in traffic studies and therefore required increases in speed limits. South Midland Avenue being 25 MPH is a fallacy. It is posted the same as tight residential streets? Also, all City Council members need to listen to residents and not make decisions based upon personal beliefs or desires. Many examples of this have been recently documented. This disrespect trickles down to city staff who act the same. Lastly, leave the airport alone.
151	THE SAFETY OF THE ELEMENTARY SCHOOL KIDS WALKING TO AND FROM SCHOOL MAKES ME NERVOUS!
152	The speeding in Glenwood makes the roads very unsafe for all. Automatically assuming everyone speaks or understands Spanish. Language barrier preventing effective services. Lack of space for truckers in the event of highway closures. Panhandlers distracting drivers and standing in hazardous areas.
153	THE TRAFFIC THAT HAS BEEN BUMPER TO BUMPER @ CERTAIN TIMES SINCE THE GRAND AVE BRIDGE WORK YEARS AGO.
154	Traffic enforcement and safety improvements identified in the comprehensive safety plan
155	TRAFFIC MANAGEMENT, OVER - DEVELOPMENT, UNCHECKED GROWTH, CRIME
156	Traffic reduction, promote more home building upvalley so people don't have to commute through our town
157	Traffic/ parking violations
158	TRAIN YOUR CODE ENFORCEMENT PEOPLE BETTER. DON'T PUT A BARKING DOG DAYCARE NEXT TO FENCE HOUSING.
159	-Tree planting 100x-Tax rebates for "red" rooves in downtown core matching hot springs and bridge robes, creating the "jewel of the west slope"-no more crappy affordable housing projects approved!!! Only approve housing that is "for sale" so people can put down roots and build equity in homes!!!
160	Tunnel bypass for hwy 82 around Glenwood.
161	Una solución al problema de tráfico tener otras alternativas para el congestionamiento otras vías alternas.
162	Waterfront accessibility
163	WE NEED A SHELTER FOR THE UN HOUSED AND BETTER SERVICES/ASSISTANCE FOR THEN INCLUDING FOOD AND HEALTH (PHYSICAL & MENTAL)
164	WE NEED A STATE HWY 82 BYPASS AROUND THE CITY
165	We need another grocery store in town we DONT need anymore thift stores!! We need a Panda Express and a Khols we DONT need anymore Mexican Restaurants and a thai restaurant sure would be nice! no more Kroger stores! we need trader joes, whole foods or safeway WE DONT need anymore apartments built in town ever again!!!
166	WE NEED ANOTHER GROCERY STORE INDEPENDENT SENIOR CONSIDER A PERFORMING ARTS CENTER TINY HOME VILLAGE HOUSING.

Q15 - Random Sample

	A
167	We need Southbridge. Steve Smith is absolutely conflicted out of that conversation and should recuse himself. Ray Schmal is being dishonest with the public. Neither of them want the Southbridge, but for different reasons. It is a critical link for connectivity and fire evacuation. City Council is playing with lives by not taking this project deadly seriously. If Glenwood Springs had half of the events and live music that Carbondale does, we would be swinging town! We are going to continue to become older and less vibrant if we cannot maintain housing stock for young people and young families. We desperately need affordable missing middle opportunities in our housing stock, because if we do not get those, we will have a missing middle of demographics between 20 and 45 years old as those people are priced out of our community. We
168	will see Glenwood Springs, a community of retirees, second homeowners, high-end professionals, and wealthy work from home transplants.
169	WE SHOULD MAINTAIN THE AREAS WE ALREADY INVESTED IN BEFORE WE BEGIN MORE RECONSTRUCTION.
	WILDFIRE PROTECTION AND MITIGATION. CURTAIL THE DEVELOPMENT OF AFFORDABLE HOUSING THAT ONLY SERVES TO SUPPORT THE ASPEN/SNOW MASS
	WORKFORCE.

	A
	You asked...I'm answering. 1): The entrances to the alley ways from the streets are atrocious. They are cracked, unlevel are in dire need of repair and pose a high risk to pedestrian safety. 2): On 8th street, next to 412 8th street and the old Book Grove store, there is a sinking divot in the street along the curb which is worsening by the month. The city passes the buck to the county and the county passes the buck to the city and no one has stepped up to fix the issue. This side of 8th street, between Cooper and Blake, is treated as an after-thought where maintenance and repair is concerned, yet it has become a major street over the years. 3): The traffic signals on 8th and 9th don't allow enough time for pedestrians to cross safely, and cars turning right don't yield the right-of-way to pedestrians. 4) The traffic light at City Market and Grand, and the old Safeway and Grand need to be changed so that one lane turns/goes straight, and then the other lane has a turn, before Grand Ave traffic continues. 5): The parking lot behind the fire department, off of Cooper, needs to be updated with better One Way/Do NOT ENTER/Wrong Way signage, and most importantly, the two extra disabled parking spaces that were taken away need to be replaced, and the two general parking spaces at the beginning of the rows of spaces (near the alleyway by the edge of the fire department building) need to be make into fire department parking. Doing this would give the fire department the first four spaces, and reinstating the other two disabled parking spots would offer two more handicapped spaces for people with who need them. I contacted GWS streets department and complained about the removal. It is difficult enough to find parking in this town, and there are barely any disabled parking spots for those of us who need them, and although the ADA has a "minimum requirement" according to how many regular parking spaces are in a parking lot, having two disabled parking spaces removed sends a message that GWS doesn't care about their residents with disabilities. The reply from the city was basically saying "we don't care. The fire department is way more important. We're within the ADAs recommendations, so **** off." And if GW wants to take that attitude toward their residents, then **** you, too. 6): The "no smoking" ordinance is a joke and a huge failure, as people constantly smoke around town and in the alleys; I've walked down the alley behind the library and as I've approached Centennial Park, people are hanging around smoking both cigarettes and weed. I've taken to wearing a particle-reducing mask when I'm walking around. There need to be more signage on both sides of the affected streets, on multiple poles, and on both sides of the poles. On the pedestrian walk by Doc Holidays/Bullocks/Kings Mall, there should be a bolster with a large sign that says "NO SMOKING IN THIS AREA FROM 8TH STREET TO 7TH STREET". Or something to that effect. There also needs to be signs saying No Motorized scooters and bikers dismount in this area. 7): VRBOs and Air B&Bs need to be regulated and owners of those properties need to heed to the noise ordinance. Visitors to these establishments need to be aware of noise ordinances so they aren't partying to all hours of the night and disturbing other people living in and around the rentals, and the cleaning crews shouldn't be allowed to clean those places before 9 a.m. or after 9 p.m., instead of going in at 1:30 in the morning and making all kinds of noise and vacuuming. They need to have more respect for the residents of the community, and the owners of the properties shouldn't be allowed to threaten the other tenants in the buildings with litigation of harassment when they complain, and the owners who are lawyers should know better and not be allowed to intimidate the people who are complaining. This didn't happen to me, but it did happen to a couple of people I was talking to. And I realize that no town or city is perfect, but if our voices are going to go
170	unheard and be ignored, then no amount of "beautification" is going to help. Thank you.
171	You have already started, but speed enforcement on Midway and Grand.

If other (source of information), please specify:

Alerts from friends
CITY COUNCIL FRIENDS.
city staff
Diálogo directo con ciudadanos
GOVERNMENT PERSONELL LEACKING OUT
INVOLVED PEOPLE
Local businesses
NEIGHBORS
Nightly News
PITKIN COUNTY GREAT AT TEXTING & EMAILS
THROUGH THE SCHOOLS
TUNNEL HWY 82 NEAR MM 10, 11, 12 TO NEW CASTLE. THEY JUST WAT TO GET HOME FAST AND NOT SET IN TRAFFIC GLENWOOD WOULD BE WONDERFUL.
VISIT GLENWOOD
Watching meetings on You Tube.
WE NEED A BETTER RECOURSE
Word of mouth
Word of mouth
WORD OF MOUTH
Word of mouth
Word of mouth
Word of mouth is actually significant. Post Independent is useless. By the time city tells you about something it's usually too late.
Word of mouth, community promotion
Word of mouth.
WORD OF MOUTH.
YOUR WEBSITE(S) ARE OUT DATED!

Please specify any additional areas of investment you would like the City of Glenwood Springs to

Pickleball courts not utilizing the existing tennis courts
#1-Creating a wildfire mitigation barrier around the City (ie thinning of vegetation at the urban-wild land interface). #2) Anti-litter campaigns. Litter collection
A movie theater An indoor venue for concerts in the winter time..
A prioritization of a regional wide initiative to reduce the amount of traffic or more effeciently direct traffic. Incentives not disincentives. With regards to the blue collar necessities of up valley work.
Active and clear community defense, not just silence on the issue of immigration but clear welcoming declaration, use of local resources and police to serve the needs of all residents and not engage in any data sharing, resources or personnel sharing, or other cooperation with immigration enforcement,
Add Parking... not just give tickets because you didn't plan for parking when allowing so much growth.
Address loud exhausts and truck jake brakes all along Grand Ave
Adequate pubic safety personnel resources
Adequate street crossing time for pedestrians. No idling education.
Affordability and allowing ADU's in the city to help with cost of housing
Affordable and available childcare. There aren't enough childcare spots available for the number of children in the area. This is the main reason we plan to leave in the next few years. You can't raise a family here with the high cost of living and no childcare available (especially for infants and children under 18 months). The city really needs to incentivize the opening/expansion of additional childcare centers to fill this gap. If both parents have to work to afford to live here, there
Affordable Employee Housing, event venues, family friendly infrastructures (bowling, arcades), community eateries.
Affordable housing
All of the work done by Valley View on Blake is WAY too narrow with all the parking removed??? There are random curbs everywhere for cars to hit when we have
Another choice for groceries
Anything at all to help the housing affordability and availability issue!
Arts around the city meaning murals, crosswalks, sculptures and more
Arts, Culture, Entertainment, Historical Preservation, Community
Attracting and retaining police force. More workforce housing.
Ban the spraying of chemicals in our skies over our town. Otherwise it's good air quality. But the skies are sprayed regularly. Not conspiracy, look up more often to the sky to recognize it, and look it up, it's literally listed on government websites- it's a fact. There are laws in other states in the US and other countries that have laws to ban chemical spraying in the air. Why can't we ban it here too? And ban chemicals on the lawns as well. Causing cancer to animals and killing off pollinators. For what?- to kill "weeds", to have green lawns that require tons of water to waste in them? Thanks for listening
Better incentives to bring essential businesses to Glenwood such as another grocery store, not another thrift store!

Q15 - Open Participation Sample

Better stores with better availability of products. Such a bummer the concept to build a great shopping area and apartments in West Glenwood was turned down. Last thing the area needed was an industrial park for storage. We need better grocery stores and better stores in general. We are growing housing but not the quality & quantity of stores. Why don't we have a Super Walmart? Why do we let buildings sit and rot instead of letting a business come in and revive the area with practical stores people would actually go to? The recreation center offers the bare minimum. There are hardly any sports for kids under 6. Not to mention the rec center itself is outdated and tiny. Our parks have signs in the restrooms that say "please don't flush needles". Definitely doesn't make me want to bring my kids anywhere in town seeing that, as well as the homeless people who live under the bridge. For being a "tourist town", we offer the locals and residents, the bare minimum while still having to pay ungodly amounts to go to the hot springs, restaurants, boutique stores, ect. And for the love of god, update the Christmas lights on all the trees downtown and make them actually look magical & professional. The lights are on year-round and they look like someone just threw the
Bring in more commercial businesses. Retail and restaurants
Building climate resiliency into our parks and open spaces. Turf grass is not a solution, nor is ignoring it. Recognizing that packing more people in doesn't solve the housing crisis. We must create solutions for EXISTING residents. Invested established residents that preserve their contributions and our sense of place.
Bypass on midland. Down town turned to brick mall with fruit trees
Change the downtown building code to support residents on Blake Street and surrounding streets to be able to tear down and rebuild their garages to properly support an apartment above to give a resident an affordable apartment option. Currently, we have been turned down to replace our existing garage with a new structure and still have access to our current curb cut already in place.
Changing the building code for all downtown residents to increase or change their existing structure on Blake Ave or other streets around downtown Glenwood and still be able to use their curb cut. We want to tear down our garage and build a new garage with an apartment above to give some resident an affordable place to live. We got turned down by the city and said we cannot tear down and build a new structure otherwise we lose our cub cut. Also, changing the traffic issues on Grand Ave/ Hwy 82... we need an alternative access outside of the city.
COGS needs to be more pragmatic and less ideological
Community connection and involvement in the process of decision making. We do not need kings and queens. We need citizens to be involved and not
Community events
Congestion of traffic M-F on Grand Ave. The new Bridge was supposed to help with that and it hasn't, time to look at alternatives as it's becoming dangerous when exiting i70 and also people running red lights on 8th and grand when there are pedestrians crossing in the mornings
Continue the prioritization of public transit options for locals in town. Safe bike routes, bike parking and fixed route in town mini buses, etc
Create a botanic garden and event space where the wastewater treatment plant used to be off 7th street
Cutting down hazardous trees in downtown neighborhoods. Traffic congestion - not just speeding. The amount of people running red lights on grand avenue is frightening. And a really aggressive part of 82 is from Walmart to CMC -spring valley
Design review of new development, both housing and commercial. Stop flooding the market with no integrity. Build something that improves the town not
Development of the old wastewater property. Develop or attract a developer for a riverside restaurant. Attract more diverse business.
Diversity in food, grocery stores, restaurants in the city. Night life for adults. Safe/productive things for young adults/teens to do. More health/wellness businesses/opportunities for citizens to participate in. Locals discounts. This place is becoming a place for only the rich to live, pushing out the local workers so far down valley that traffic is horrendous because there are so many people commuting because the cost of living is outrageous in GW and up valley. Put some

Q15 - Open Participation Sample

Efficiency in current operations
Emergency preparedness and a second egress for vehicles out of the neighborhoods off of Midland and near the airport.
Enclosing or building an indoor ice rink
fix the streets!!! figure out how to plow snow appropriately!!
Garbage. Some people don't have a garage or shed for their garbage cans. The city charges more for Bear Proof cans initially and monthly. But will also be fine if a bear gets into their trash can.
Getting real about attainable housing. Deed restricted affordable housing only creates the haves and have nots. Look up valley as example. Let's not copy and paste their approach. We are better than that
Glenwood is an affordable food desert. We don't need another hardware store like Harbor Freight, we need more food markets. (not just gas stations or Walmart) We need walkable markets that are not niche like Natural Grocers either. The City Market is not enough and struggles to keep up.
Grand avenue traffic.midland traffic. We need another grocery store and diversity of food products.
Health and wellness, spiritual involvement, food, water, exercise and social interaction with community
Housing for residents. Have people who don't own houses on housing board. A cross country ski maintained trail.
I would like for the COGS to stop trying to railroad current home owners into development changes to our neighborhoods that are under the guise of affordable housing and private home ownership but are clearly grabs for developers and businesses to buy up existing housing or build horrible development and ruin our quality of life. COGS appears to have more concern for those who DON'T live her than for tax payers who do. I watch the movements of COGS carefully, because I'm always waiting for the next approval of something that works against homeowners and current citizens and will only benefit wealthy developers and land grabbers. It's a bad feeling to majorly distrust leaders, and wondering when citizens will again have to campaign and vote to change/repeal poor decisions.
In the short-term, need to address commuters running red lights on Grand Ave--it's constant and dangerous--need cameras or better enforcement. And long-term, need affordable single-family homes in high-density neighborhoods so that families can settle here. All of our new development either prioritizes apartments or higher-end luxury homes...neither of which are feasible for a working family with kids to live here for the long haul. Also, we live and work downtown and would love to see the plans for the proposed botanical gardens at the Confluence come to fruition! That would be a wonderful asset for locals and tourists alike. We hope the City will support it.And just want to add a note of thanks--we are overall very pleased with the City's great work. The street repairs look great, downtown is beautiful, the community center is a treasure, and we appreciate all of our public servants, officers, first responders, etc. Thank you for
Infrastructure
Invest in residents and not just tourists. We need a movie theater, bowling alley, music venue, GROCERY STORE. Stop building apartments everywhere. We clearly don't need more people creating more traffic.
It is extremely important that growth is managed. It is important that we protect open space and limit urban sprawl. All reside I talk to are passionate that GWS retain the small town, and vibrant downtown which is the reason many have moved here.
Keeping under the bridge, abs parking garages clean and safe. Free from homeless and loitering. Homeless issue behind Walmart is a safety hazard.
Lowering the speed limit to 25 is some places is ridiculous.
Making biking safer and easier around town: More lightning on the RGT, more horizontal bike signage on share roads, respect of bike lane with enough width and parallel painting. Enforce vehicles partially or completely parked on bike lanes at all times.

Q15 - Open Participation Sample

Making sure that people are not running red lights!!!
Medicare advantage plans for seniors and a senior center.
Mitigating petty crime downtown, including public intoxication and drug use by homeless people. Mitigating fire danger caused by homeless encampments.
Mitigating the homeless hangout areas. The bridge area and beneath is filthy and not fit for families anymore. Absolutely foul dirty and homeless drinking
More business for kids recreation and benefit/community center is over run and run down
More direct meetings with community and city officials (Police chief, Fire chief, mayor, RFTA, school superintendent etc.. town hall settings maybe in downtown
More sense of community through programs and events.Take advantage of areas of Glenwood springs to host community events.Ex: Strawberry Days suck need to get back to having more of a sense of community belonging has lost its sole.
Must deal with the homelessness crisis here, please keep our city safe!
Organics collection/ Compost collection.
Pedestrian safety. More open space. more parks. Less high density housing. more conservation.
Planning of more residential neighborhoods and do not allow more appartement buildings.
Please continue to patrol major roads like midland, south midland, 4 mile. So many people speed up and down there. Having kids at Sopris Ellementary and living up 4 mile its become so busy and people are going to continue to speed if its not patrolled.
Please put traffic cameras on Grand Avenue. People speed so fast on Grand, it's dangerous. Please remove the ones on Midland, or increase the speed limit to
Please remove the homeless from the library. This has become a problem for families with young children.
Proactive work on wildfire prevention
Provide either competition for City Market or an additional store maybe in West Glenwood.
Public restrooms
Reduce traffic congestion
Reducing the overall population and disincentive transplants. Reducing the volume of people here will increase quality of life as well as increase the housing market for locals. Quit prioritizing illegals and focus on lifetime residents.
Repair of streets
Revitalization/redevelopment of riverfront areas wherever possible, such as the Confluence area
river access, clean up parks (dog **** and homeless) roads trash, weeds everywhere, bird ****, dog **** under bridge, smoking downtown.
Road repair, biking (on streets), open space, quality retail and brownfield re-development
Safety around schools
Safety considerations around crossing 82 since it divides our community in half. Traffic mitigation considering the number of people who commute through our
Save money by removing the flock cameras now. Why pay for something that isn't yours?
School systems (education)
Services and parks for young children and young families. This is lacking.
South Bridge
South Bridge project; traffic control on Midland Ave

Q15 - Open Participation Sample

South Bridge. I know there is progress on this project, I just want to emphasize that it's shocking how large the communities up Midland and Four Mile were allowed to grow before moving this project forward with urgency. At this time, an evacuation for natural disaster could be fatal to many and the project needs to
Speed limit enforcement and tickets for tailgating People ned to slow the **** down
Speed of street repair
Stop building condos instead of houses
Stop developing all the open spaces and add more parks and natural spaces. Use the old mall for another grocery store, indoor playground/activities, and craft
Stop making condos and apartments everywhere, open space, we don't have the infrastructure to support all the people if everything is apartments with four people in each. We need a supermarket and activities, ball parks, ice rinks, sports courts to bring in youth and adult tourneys which will bring additional money
stop using Valley View as a depostory for EVERYTHING esp mental illness and intoxication!!
Streets. 1600 block of Cooper is probably one of the worst in town. Glad to see Blake by Easy Street has been repaired.
Support legal American people giving extra support to Veterans. Encourage homeless and illegals folks to leave our town/county
Sustainable growth (stop growth)
The City needs to lean into development of park resources from mountain biking, river interface with parks, figuring out what open spaces should be used and how and what we can do to follow models of other great outdoor focused cities like Salida and Steamboat to promote growth and development of our tourism sector without just relying on the hot springs and adventure park for our tourism
The City should be prioritizing the Airport as it is another means for Emergency Preparedness - Evacuation, Fire Fighting, Flight for Life, Search and Rescue, etc. The Airport is also designated as Light Industrial, and has opportunity for more businesses. Let's maximize this community asset by keeping people working and
The roads are horrible from GWS to aspen. Need repair on 82. Too much traffic also, need a long term plan for traffic up and down valley.82 isn't cutting it. Also I don't have enough cops or patrol out and about, and if u call. It takes over 20 mins for response 5 miles away...that's too long! Safety of ppl is essential. Pay cops, fire and teachers more, we need them! And no, I'm not one of those.
The safety of people who recreate along Dry Park either more policing or speed camera.More grocery store options and more opportunities for community
Traffic
Traffic enforcement
Traffic flow during rush hour
Traffic, especially midland avenue and grand avenue.
Train cops and fire the morons.
Wildfire mitigation on hillsides should be immediate focus and priority.
With all the new apartments being built, Need another grocery store.
Workforce housing

If other (source of information), please specify:

Calls if needed to local residents, personal invitations.

City employees.

Friend that works for Glenwood springs

friends

Meetings for GWS residents monthly to stay on top of local issues

Neighborhood in person communication

Prefer daily print newspaper

Reach well and community emergency apps and text messages

Simply chatting with people in your neighborhood etc

Through local merchants

Through word of mouth

TV, mail, news paper

Word of mouth

Word of mouth

word of mouthxz



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item: Riverside Drive Discussion

Action Requested: No action requested at Work Session.

Department: Public Works

Presented By: Matthew Langhorst

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

Background Info: Update on due diligence process and discussion around the why of the property purchase. All the due diligence reports and documents have been attached for your review.

Issues: None at this time.

Fiscal Impact: Purchase Price from A&I Fund.

Legal Review: None at this time.

Staff Recommendation: NA

A PARCEL OF LAND SITUATED IN THE N1/2 OF SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PM
CITY OF GLENWOOD SPRING, COUNTY OF GARFIELD
STATE OF COLORADO
PARCEL NO. 2185-161-00-0037



LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GW63022267 DATED: OCTOBER 10, 2025

A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE INTERSECTION OF THE NORTH LINE OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 48N. OF THE 14TH AND THE WESTERLY RIGHT OF WAY LINE OF THE D. & G.W. RAILROAD, (ASPEN BRANCH) BEARS N. 14°04' E. 592.7 FEET; THENCE S. 14°44' W. 200.0 FEET ALONG RIGHT OF WAY LINE;
THENCE N. 80°01' W. 190.1 FEET;
THENCE N. 68°30' W. 36.0 FEET;
THENCE N. 65°01' W. 31.0 FEET;
THENCE N.70°01' W. 252.0 FEET TO THE CENTER OF THE ROARING FORK RIVER; THENCE ABOUT N. 23°20' E. ABOUT 160.0 FEET ALONG THE CENTER LINE OF SAID RIVER; THENCE S. 78°12' E. 455.0 FEET TO THE POINT OF BEGINNING.

THERE ARE HEREBY EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING THREE PARCELS:

(1) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN BEGINNING AT A POINT IN THE CENTER OF THE EXISTING ROADWAY S. 89°06' W. 927.18 FEET TO THE CORNER OF SAID SECTION 16 AND SAID SECTION 17, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, PRODUCED S. 1°32' W. 21.87 FEET FROM THE NORTH LINE OF 13TH STREET, IN SAID CITY, TO THE NORTH LINE OF SAID SECTION 16 AND FROM SAID POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 AND SAID SECTION 17, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO, PRODUCED S. 87°00' E. 15.33 FEET TO THE CORNER OF THE D. S. & C. G. C. RAILROAD, BEARS N. 18°34' E. 78.00 FEET; THENCE S. 11°55' W. 21.33 FEET ALONG THE CENTER OF THE ABOVE ROADWAY; THENCE N. 87°00' W. 129.68 FEET; THENCE N. 68°30' W. 36.00 FEET; THENCE N. 65°00' W. 31.00 FEET; THENCE N. 70°00' W. 225.32 FEET TO THE CENTER OF THE ROADING FORK RIVER; THENCE N. 23°20' E. 16.24 FEET ALONG THE CENTER LINE OF THE ROADING FORK RIVER; THENCE S. 69°44' E. 124.25 FEET; THENCE S. 70°18' E. 63.82 FEET; THENCE S. 78°43' E. 159.60 FEET TO THE POINT OF BEGINNING.

(2.) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO CAESAR J. CHUCK, RECORDED AS DOCUMENT NO. 226621 IN BOOK 360 AT PAGE 127 OF THE RECORDS OF GARFIELD COUNTY

(3.) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO DARWIN V. RAYMOND AND EILEEN A. RAYMOND RECORDED AS DOCUMENT NO. 226671 IN BOOK 360 AT PAGE 187 OF THE RECORDS OF GARFIELD COUNTY.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S14°04'00"W ALONG THE EASTERLY PROPERTY LINE BETWEEN A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP HCE PLS32815 AND FOUND REBAR & 1-1/2" ALUMINUM CAP STAMPED PLS13174 ENG SURVEY TECH AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: DECEMBER 2 & 11, 2025.
3. LINEAL UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON DEEDS RECORDED AS RECEPTION NO. 392946, 516464, 738541, 226619, 226621 AND 226671, RAILROAD RIGHT-OF-WAY LAND SURVEY PLAT DEPOSITED IN THE COUNTY SURVEYORS OFFICE AS MAP #734 AND MONUMENTS FOUND IN PLACE AS SHOWN HEREON.
5. THIS IMPROVEMENT SURVEY PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC, FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC, RELIED UPON TITLE COMMITMENT NO. GW6302267 ISSUED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE: OCTOBER 10, 2025.
6. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS, BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE OF RECORD SHOWN IN DEEDS RECORDED AS RECEPTION NO. 226619, 226621 AND 226671.
7. BUILDING DIMENSIONS SHOWN HEREON ARE TO THE EXTERIOR FINISHED MATERIALS AND DO NOT REPRESENT THE MEASUREMENTS TO THE FOUNDATION WALLS.

SURVEYOR'S CERTIFICATION

1. RODNEY P. KISER, HEREIN CERTIFY TO GENE L. SMITH (SELLER), CITY OF GLENWOOD SPRINGS (BUYER), AND LAND TITLE GUARANTEE COMPANY, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. § 38-151-(102)(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE PLATTED PROPERTY, AND THE LOCATION OF ALL EASEMENTS, ENCROACHMENTS, AND ANY OTHER AFFECTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNDRIES DESCRIBED IN THE LAND TITLE GUARANTEE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. GW6302627, OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, HOWEVER, I HAVE NO WARRANTY AS TO THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY OTHER PARTY.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC

CITY OF GLENWOOD SPRINGS
IMPROVEMENT SURVEY PLAT
1441 RIVERSIDE DRIVE - GLENWOOD SPRINGS
COUNTY OF GARFIELD - STATE OF COLORADO

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2025-393	DRAWN RPK	SHEET 1 OF 1
DATE: December 11, 2025	SURVEYED MUNY RPK	

REAL PROPERTY APPRAISAL**PREPARED FOR:**

City of Glenwood Springs
C/O Steve Boyd, City Manager

PREPARED BY:

Ryan T. Kane, MAI
Eagle Appraisal Group, LLC
PO Box 5504
Eagle, CO 81631

SUBJECT LOCATION:

1441 Riverside Drive
Glenwood Springs, CO 81601

PROPERTY OWNER:

SMITH, GENE L
PO BOX 1085
GLENWOOD SPRINGS CO 81602

DATE OF VALUE:

November 17, 2025

DATE OF REPORT:

November 24, 2025

EAGLE APPRAISAL GROUP

Ryan T. Kane, MAI
PO Box 5504
Eagle, CO 81631
Website: EagleAppraisalGroup.com
Phone: 720-839-7928
Email: EagleAppraisalGroupLLC@gmail.com

November 24, 2025

City of Glenwood Springs
C/O Steve Boyd, City Manager
101 W. 8th Street
Glenwood Springs, CO 81601

Re: 1441 Riverside Dr, Glenwood Springs 81601

Dear Mr. Boyd,

At your request and by your authority, I have prepared an appraisal report of the market value of the fee simple interest in the referenced property as of the date of value. The report that accompanies this letter presents summary discussion of the data, reasoning, and analyses utilized in the appraisal process to develop my opinion of value.

The purpose of this appraisal is to develop an opinion of market value, as defined in the report, of the fee simple interest in the subject property. The appraisal problem to be solved is the development of an opinion of market value, as defined in the report, of the fee simple interest in the real property. The intended use of these assignment results is for a potential purchase. This appraisal report has been prepared for the Client, the City of Glenwood Springs, in care of Steve Boyd, City Manager. Dwyer. Intended users of this appraisal report includes the City of Glenwood Springs, in care of Steve Boyd, City Manager.

Based on the investigation and analysis performed, I conclude to the following opinion of market value of the fee simple estate as of November 17, 2025:

\$880,000

EIGHT HUNDRED EIGHTY THOUSAND DOLLARS

This value is for the subject's "as is" land value, including demolition costs.

This opinion of market value reflects the most probable price in terms of financial arrangements equivalent to cash.

I appraised this property for this Client previously, with a date of value of August 13, 2024, and date of report of August 21, 2024. This report is an update to the previous appraisal, considering any new information since that date of value to arrive at a value conclusion. Below is a summary of updates between the previous appraisal and this appraisal.

SUMMARY OF UPDATES			
	My Previous Appraisal	This Appraisal	Difference
Date of Value	8/13/2024	11/17/2025	
Date of Report	8/21/2024	11/24/2025	
Environmental Hazards	There are no known potential environmental hazards.	Client provided environmental reports, including confirmation of asbestos.	
Highest and Best Use - As Vacant	Residential development, potentially with an ADU	Residential development, potentially with an ADU	No change
Highest and Best Use - As Improved	Vacant residential land	Assemblage to the City of Glenwood Springs	
Approaches to Value	Sales Comparison	Sales Comparison	No change
Subject Vacant Land Value PSF	\$ 25.00	\$ 25.00	No change
Subject Vacant Land Total Value	\$ 958,325	\$ 958,325	No change
<less> Demolition Cost Estimate	\$ (40,000)	\$ (78,850)	\$ (38,850)
Subject Land Value	\$ 918,325	\$ 879,475	\$ (38,850)
Rounded	\$ 920,000	\$ 880,000	\$ (40,000)
Value Conclusion	\$ 920,000	\$ 880,000	\$ (40,000)

Thank you for the opportunity to provide this appraisal service. If you have any questions regarding the valuation, please contact me at your convenience.

Respectfully submitted,

Ryan T. Kane November 24, 2025
Signature Date

Ryan T. Kane, MAI
Colorado Certified General Appraiser #CG100029568
Principle, Eagle Appraisal Group, LLC
PO Box 5504, Eagle, CO 81631
720-839-7928
EagleAppraisalGroupLLC@gmail.com

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Executive Summary

EXECUTIVE SUMMARY						
Property Address	1441 RIVERSIDE DRIVE					
City, State, Zip	GLENWOOD SPRINGS, CO 81601					
Parcel Number	218516100037					
Account Number	R080031					
Legal Summary	Section: 16 Township: 6 Range: 89 TR IN NWNE 38333 SQ FT					
Property Type	Single-family residence					
Property Owner	SMITH, GENE L PO BOX 1085					
Property Owner Address	GLENWOOD SPRINGS CO 81602					
Owner Present At Inspection	No					
Property Interest Appraised	Fee Simple Estate					
Value Type	Market Value					
Effective Date of Value	November 17, 2025					
Date of Appraisal Report	November 24, 2025					
5-Year Sales History	None					
Zoning	RM1 - Residential Medium Density					
<u>Land</u>						
AC	0.88					
SF	38,333					
<u>Improvements</u>						
<u>Description</u>	<u>Heated SF</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Stories</u>	<u>YrBlt</u>	
Single-Family Home	1,100	1	1.00	1	1968	
Basement	640					
<u>Highest and Best Use</u>						
As Vacant	Residential Development					
As Improved	Assemblage to the City of Glenwood Springs					
<u>Value Conclusion</u>						
Reconciliation	\$880,000					

Subject Property Photographs

All photos taken by Ryan T. Kane, MAI, on November 17, 2025.



Front exterior from Riverside Drive, facing southwest.



Side exterior, facing south.



Looking down toward the improvements from the Rio Grande trail, facing west.



Looking north toward Riverside Drive and the subject.



Side exterior, facing north.



Facing east from the bridge over the Roaring Fork River.

PART 1 – SCOPE OF WORK

Assumptions and Limiting Conditions

The certification of the Appraiser who developed this report is subject to the *Assumptions and Limiting Conditions* that are listed below:

Extraordinary Assumptions

Definition of Extraordinary Assumption: “*An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the Appraiser’s opinions or conclusions.*” (USPAP 2024 ed. The Appraisal Foundation)

None

Hypothetical Conditions

Definition of Hypothetical Condition: “*A condition, directly related to a specific assignment, which is contrary to what is known by the Appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*” (USPAP 2024 ed. The Appraisal Foundation)

None

General Assumptions and Limiting Conditions

1. The legal descriptions, land areas, surveying, and engineering data reviewed for the report are assumed to be correct. The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs and exhibits are included for the same purpose. Site plans are not surveys unless prepared by a separate surveyor.
2. This is a Real Property Appraisal Report, which is intended to comply with USPAP.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised “as if free and clear” of liens and encumbrances, but subject to existing easements, covenants, deed restrictions, and rights-of-way of record, and excepting therefrom all rights to oil, natural gas, or other mineral resources beneath such real property.
4. Opinions, estimates, data, statistics, exhibits, drawings, sketches, and similar materials furnished by others in the course of studies relating to this report are considered reliable unless otherwise noted.
5. This report is as of the date set out and is not intended to reflect subsequent fluctuations in market conditions, up or down.

6. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or arranging for engineering studies that may be required to discover them.
7. It is assumed the subject property complies with all applicable zoning and use regulations and restrictions, unless non-conformity has been stated, defined, and considered in this appraisal report.
8. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of nor did the Appraiser become aware of such during the Appraiser's inspection of the subject property. The Appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The Appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the subject property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
9. It is assumed the use of land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless otherwise stated in this report.
10. The property is appraised assuming responsible ownership and competent property management.
11. The Americans with Disabilities Act (ADA) took effect in 1992. The Appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in developing an opinion of the value of the property.
12. The liability of Eagle Appraisal Group, LLC, its employees, and Ryan T. Kane, MAI, is limited to the Client only and to the fee actually received by the Appraiser. Further, there is no obligation, accountability, or liability to any third party. Any damages incurred by the use of, or reliance on, this appraisal report by the Client is without warranty or liability except for the amount of the fee paid to the Appraiser.

13. Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the Appraiser, constitutes acknowledgment and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.
14. COPYRIGHT NOTICE: Possession of this report or copy thereof does not carry with it the right of publication or reproduction, nor may it be used for any purpose whatsoever by any but the named appraisal Client without the previous written consent of the Appraiser. The entire contents of this report are copyrighted. The removal or loss of any portion of this report invalidates the entire appraisal.

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of market value of the fee simple interest in the subject property.

Identity of the Client and Intended Users

This appraisal report has been prepared for the Client, the City of Glenwood Springs, in care of Steve Boyd, City Manager.

The intended user of this appraisal report is the City of Glenwood Springs, in care of Steve Boyd, City Manager.

Intended Use of the Appraisal

The intended use of these assignment results is for a potential purchase.

Real Property Interest Appraised

The real property interest is fee simple estate.

Definition of Market Value

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.¹

Effective Date of Appraisal

The effective date of appraisal is November 17, 2025.

Date of Appraisal Report

The date of the appraisal report is November 24, 2025.

¹ *The Appraisal of Real Estate, 15th Edition*. Chicago: Appraisal Institute, 2020, p. 48.

Date of Property Inspection and Owner Accompaniment

The Appraiser conducted an exterior only inspection of the subject property on November 17, 2025; no one else was present.

The Appraiser previously conducted an interior and exterior inspection, on August 13, 2024 with the owners, Gene and Jane Smith.

Project Identification and Description

The subject property is identified as 1441 Riverside Drive, Glenwood Springs, Colorado 81601. According to the Garfield County Assessor, it is a 38,333 SF (0.88 AC) site, improved with a single-family residence. The residence is an 1,100 SF mobile home and stick-built addition, on a 640 SF poured concrete basement foundation.

Scope of Work Summary

The extent of the process of collecting, confirming, and reporting data was consistent with the typical standard of care involved in consideration of the applicable approaches to value and conveying the results in a narrative appraisal report.

The cost approach was considered but not developed because it would not produce a reliable value for the subject. The income approach was considered but not developed because it would not produce a reliable value for the subject. The subject is residential, and the sales comparison approach is generally regarded as the most reliable indicator of value. Comparable properties were researched, confirmed, and adjusted to the subject property. To reconcile final values, all factors discussed within this report were considered.

Summary of Appraisal Problems

The appraisal problem is to develop an opinion of market value of the fee simple interest in the subject property.

PART 2 – FACTUAL DATA – MARKET CONDITIONS

U.S. and Colorado Economy and Market Conditions

Per ChatGPT on November 19, 2025, answering the prompt “Summarize the US economy and market conditions”:

“Economic growth & labor market growth

Economic growth & labor market Growth: The economy continues to expand, but at a modest pace. Real GDP rose at about a 3.8% annual rate in Q2 2025. However, forecasts for full-year 2025 suggest growth of only ~1.8% year-over-year, and ~1.4% for Q4 on Q4.

Labor market: The labor market remains resilient, though signs of softening are emerging. Unemployment remains relatively low, but job-creation has been weaker than earlier in the cycle.

Trade & external balances: The current-account deficit narrowed significantly in Q2 2025 (~3.3% of GDP vs ~5.9% previously) as imports dropped. Meanwhile, in August the goods & services trade deficit narrowed more than expected.

Summary: Solid but slowing growth plus a still-tight labor market. The risk is that growth decelerates further, especially with headwinds.

Inflation, interest rates & monetary policy

Inflation: Inflation remains above target and sticky. Forecasts suggest CPI or core PCE inflation will average ~2.9% in 2025, rising to ~3.2% in 2026, before moderating.

Interest rates / Fed policy: The Federal Reserve has cut rates twice this year, but it is divided on further easing. Some policymakers favor another cut; others want to hold off given inflation. The expectation: no further easing in December, and perhaps one cut in H1 2026.

Summary: Inflation remains a constraint on aggressive rate cuts. The Fed is in a “mixed signals” mode.

Consumer & business conditions

Consumers: Consumer strength remains a key support. But confidence is weak: a large share of U.S. adults say economic conditions are only “fair” or “poor.”

Business / corporate earnings: Many companies (especially large ones) continue to beat earnings expectations and are investing heavily (e.g., in AI, infrastructure) which supports parts of the equity market.

Risks:

- The recent 43-day federal government shutdown distorted data, delayed contracts/spending and may shave about 0.5 percentage points off Q4 growth.

- Some sectors (especially lower income/less resilient segments) are under pressure, which may limit overall consumer spending.

Summary: Underlying strength remains, but unevenly distributed and facing headwinds.

Financial markets & valuations

Equities: Major U.S. indices remain elevated: for example, the S&P 500 is up significantly year-to-date despite recent volatility.

Valuation/risks: There is concern the market is “priced for perfection” (especially in sectors like AI). Tech and large-cap companies carry much of the market weight, increasing concentration risk.

Volatility: Recent market moves show investors are uneasy: trading is erratic, sentiment is mixed, and macro risks (policy, inflation, growth) are front of mind.

Summary: The market is supported by corporate strength and liquidity, but valuations are stretched and risks are elevated.

Big picture take-aways

- The U.S. economy is not in clear recession, but it is moderating. Growth is positive, but decelerating.
- The labor market remains a strength, which supports consumer and business confidence.
- Inflation remains a meaningful constraint and keeps the Fed cautious.
- Financial markets are somewhat buoyant but showing signs of wear — valuation risk and concentration risk are elevated.”

Per ChatGPT, answering the prompt:

“Summarize Colorado’s economy and market conditions”:

“Colorado Economic & Market Conditions — Summary

Overall Economic Performance

Colorado’s economy remains comparatively strong but shows signs of deceleration. The state ranks among the top tier nationally for economic performance, supported by a diversified mix of industries including technology, aerospace, energy, tourism, and professional services. However, forward-looking indicators suggest a more moderate outlook, reflecting slowing job growth and rising business uncertainty.

Labor Market

Colorado’s labor force participation rate remains well above the national average, reflecting a highly engaged and skilled workforce. Despite this, labor market conditions have weakened relative to recent years. The state’s unemployment rate has been running above the U.S. average, and job openings have declined more sharply than nationwide trends. Key industries such as

technology, construction, and professional services continue to drive employment, but growth momentum has softened.

Business and Industry Conditions

Survey data shows increased caution among Colorado business leaders, with sentiment shifting toward neutrality or slight pessimism due to concerns over inflation, federal policy uncertainty, and tighter financial conditions. Industries with strong historical performance—such as aerospace, outdoor recreation products, and advanced manufacturing—remain stable but face cost pressures and global-trade-related risks.

Housing Market

Colorado’s housing market is undergoing a transition. While affordability challenges remain severe—driven by high median home values—market conditions have begun to rebalance. Inventory levels have risen across several major metropolitan areas, homes are spending more days on the market, and sellers are adjusting pricing expectations. Although price appreciation has cooled, structural supply shortages continue to support relatively high valuations.

Consumer Conditions

Consumer demand remains steady but is tempered by elevated living costs, particularly in housing and services. Household confidence is mixed, with consumers expressing concerns over affordability and economic uncertainty. Spending trends vary across regions, with strong tourism-driven activity in mountain communities and more moderate conditions along the Front Range.

Fiscal and Policy Environment

The state budget remains under pressure due to slower revenue growth and rising long-term obligations. Policy debates focus on housing affordability, infrastructure investment, tax reform, and education funding. External factors—including federal fiscal policy, tariffs, and inflation—pose additional risks to the state’s outlook.

Outlook

Colorado is expected to maintain moderate economic growth supported by its diversified industrial base and strong workforce. However, slower job growth, heightened business caution, and persistent affordability challenges suggest a more tempered expansion in the near term. Key indicators to watch include labor-market conditions, housing-market adjustments, business investment trends, and state-level fiscal policy developments.”

From the Colorado Association of Realtors:

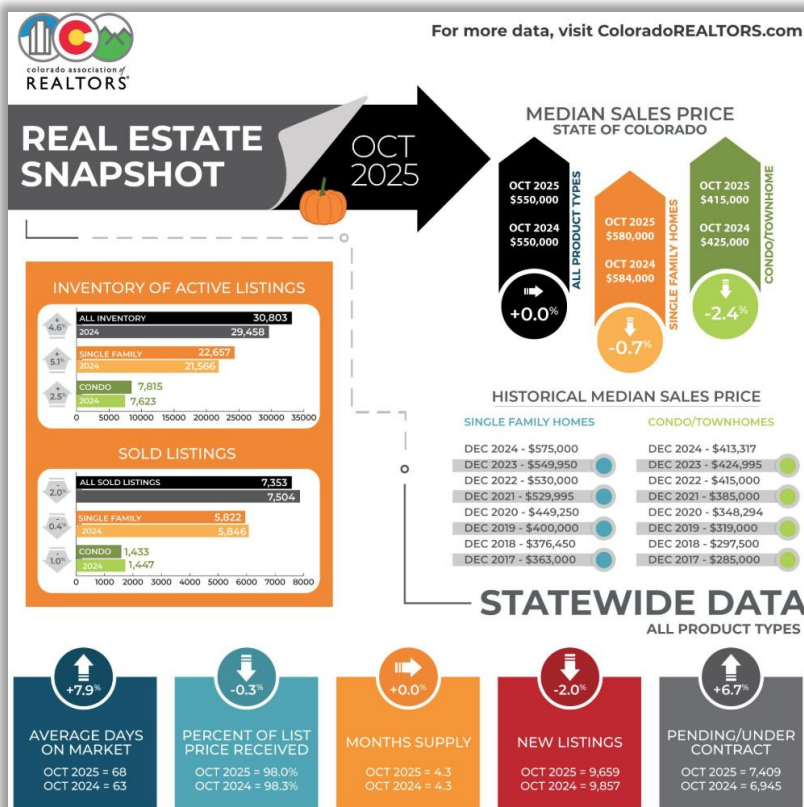


ENGLEWOOD, CO – Colorado's housing market is settling into a new rhythm as the year draws to a close, with steady prices and signs of a broader market recalibration, according to the latest *Market Trends Housing Report from the Colorado Association of REALTORS® (CAR)* and analysis from the Association's spokespersons working in markets across the state.

In October, the state recorded 9,659 new listings and 7,353 home sales, both down 2% from a year ago, while active listings reached 30,803, equal to about 4.3 months of supply. The median sale price held firm at \$550,000, virtually unchanged year over year.

However, buyers are gaining leverage as homes spend more time on the market, an average of 68 days, up 12% from last October. This added breathing room has led to more measured negotiations, with buyers closing at roughly 5.7% below original list prices on average.

With mortgage rates hovering in the mid-6% range and cost pressures still weighing on budgets, value remains the deciding factor. Sellers who adapt quickly, pricing realistically, presenting well, and offering strategic concessions are the ones finding success in this new phase of the market's evolution.



Regional/City Economy and Market Conditions

The subject property is located in the city of Glenwood Springs, in Garfield County, Colorado.

Glenwood Springs is a city located in the Rocky Mountains, known for its natural beauty and outdoor recreational activities. Situated at the confluence of the Colorado River and the Roaring Fork River, it offers opportunities for hiking, biking, fishing, and rafting. The city is famous for its hot springs, including the historic Glenwood Hot Springs Pool (one of the largest mineral pools in the world), and Iron Mountain Hot Springs. Glenwood Springs also features attractions like the Glenwood Caverns Adventure Park, where visitors can explore caves and enjoy thrill rides, and the Yampah Spa and Vapor Caves. Additionally, it has a downtown area with shops, restaurants, and galleries. Overall, Glenwood Springs is a popular mountain city with a growing population.

The following chart shows Glenwood Springs single-family-residential sales data by year. The quantity of sales has fluctuated, but is relatively stable. Median and average sale prices, and median and average price PSF are all at all-time highs. Minimum and maximum sale prices are fluctuating but positive or stable. Sale to list ratios are trending positive. Days on the market (DOM) are stable or decreasing.

YEAR-OVER-YEAR COMPARISON - Glenwood Springs (Proper)- SFR											
Year End Date	# Sold	Median Sale Price	Average Sale Price	Minimum Sale Price	Maximum Sale Price	Median \$/SF	Average \$/SF	Median Sale to List %	Average Sale to List %	Median DOM	Average DOM
11/17/2025	55	\$893,000	\$935,990	\$574,000	\$1,450,000	\$ 423	\$ 445	97.74%	95.68%	56	63
11/17/2024	50	\$799,500	\$816,021	\$160,000	\$1,400,000	\$ 415	\$ 420	97.41%	94.83%	56	90
11/17/2023	58	\$795,000	\$826,516	\$395,000	\$1,800,000	\$ 396	\$ 421	96.65%	94.03%	58	84
YEAR-OVER-YEAR TREND											
	STABLE	POSITIVE	POSITIVE	POSITIVE	STABLE	POSITIVE	POSITIVE	POSITIVE	POSITIVE	STABLE	POSITIVE

The following chart shows Glenwood Springs vacant residential land sales data by year. The quantity of sales has fluctuated, but is relatively stable. Median, average, and minimum sale prices are trending negative. Maximum sale prices are fluctuating. Sale to list ratios are stable or positive. DOM are decreasing.

YEAR-OVER-YEAR COMPARISON - Glenwood Springs (Proper) - Vacant Residential Land									
Year End Date	# Sold	Median Sale Price	Average Sale Price	Minimum Sale Price	Maximum Sale Price	Median Sale to List %	Average Sale to List %	Median DOM	Average DOM
11/17/2025	8	\$222,000	\$221,125	\$ 37,500	\$ 515,000	94.70%	91.34%	129	122
11/17/2024	5	\$260,000	\$248,400	\$147,000	\$ 315,000	94.55%	88.24%	182	164
11/17/2023	6	\$312,500	\$549,166	\$221,000	\$1,800,000	90.00%	87.90%	189	182
YEAR-OVER-YEAR TREND									
	POSITIVE	NEGATIVE	NEGATIVE	NEGATIVE	STABLE	STABLE	POSITIVE	POSITIVE	POSITIVE

Neighborhood Description - Local Market Influences

The subject is in a unique area in the City of Glenwood Springs. It is less than a half mile southeast of downtown (the central business district), separated from the Roaring Fork River to the west by one residential lot (about 210 feet), adjacent to the Rio Grande Trail (there is a Rio Grande trail cycling/pedestrian bridge over the Roaring Fork River about 210 feet to the west), and downhill (west) of the Glenwood Springs High School. To the north and south are riverfront parcels owned by the City of Glenwood Springs.

Riverside Drive is a gravel road that accesses four improved residential properties (including the subject). It is accessed from Pitkin Avenue (near the 12th Street ditch), and dead ends on the subject property. There are mountain and valley views.

The subject is located about 0.8 miles south of the historic Glenwood Hot Springs Pool, 1.2 miles south of Iron Mountain Hot Springs, 40 miles north of Aspen, 12 miles east of Sunlight Ski Resort, 61 miles west of Vail, and 155 miles west of Denver.

Conclusions – External Market and Location Influences

The subject's neighborhood is attractive to the market because of the natural beauty and economic opportunities of the area. The single-family home market in Glenwood Springs is at all-time highs. The vacant residential land market is mixed, with decreasing prices.

Land/Site Data

Present Use

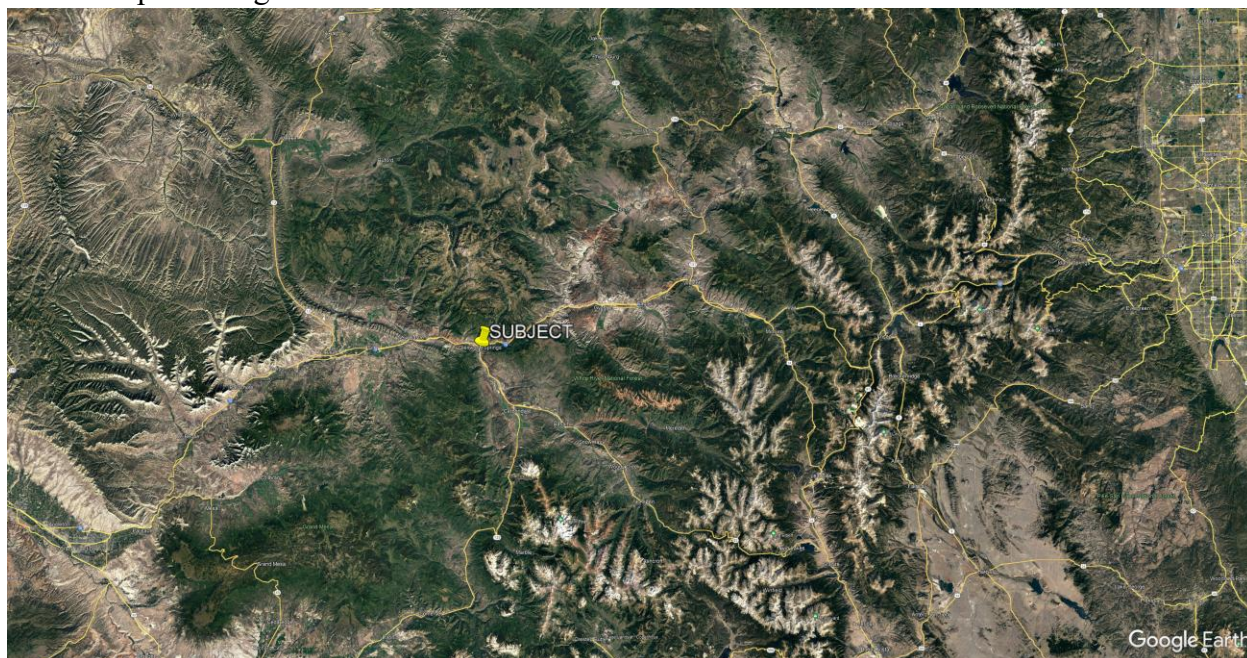
The subject site is improved with a single-family residence.

Land Size, Shape

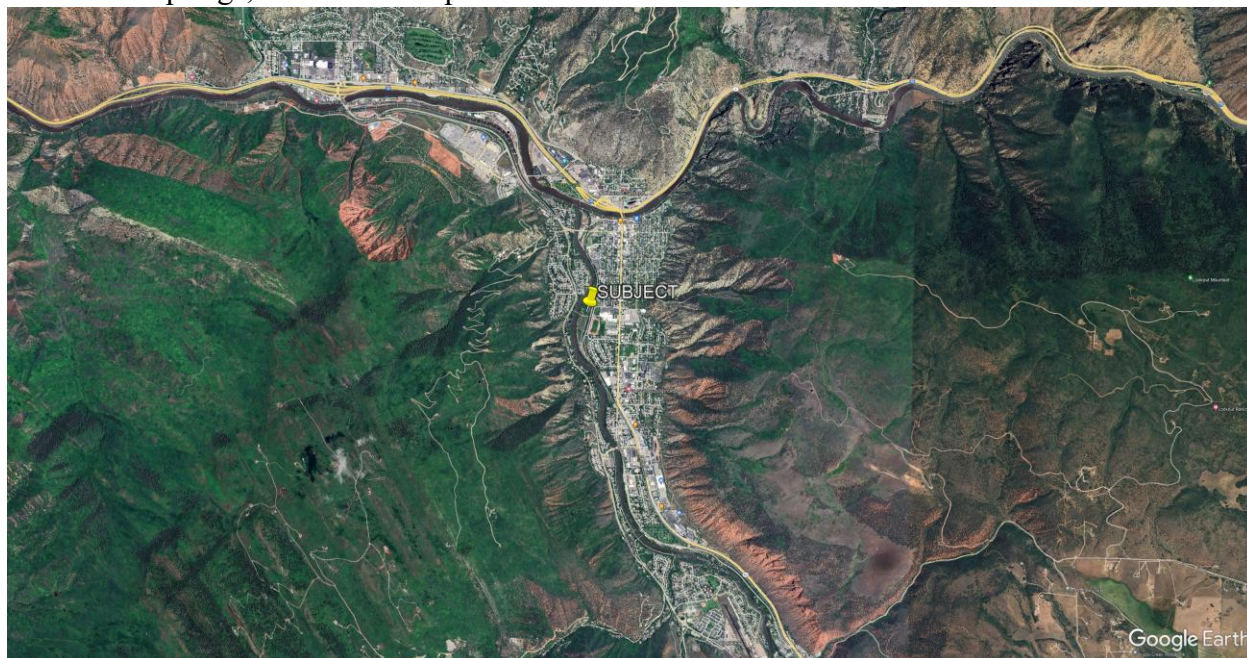
The subject's rectangular site is 38,333 SF (0.88 acres). The site generally slopes down from east-to-west, with a large flat area around the home.

Maps

Aerial Map showing Denver and Grand Junction



Glenwood Springs, CO Aerial Map



Garfield County GIS Map

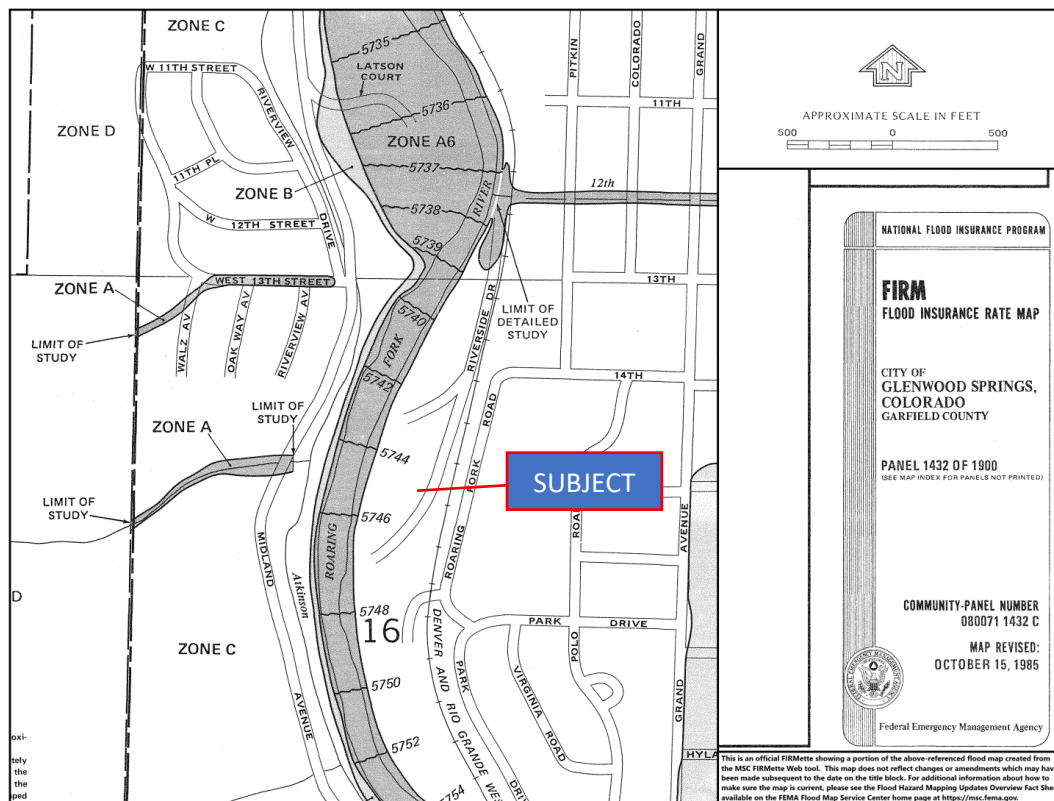


Subject Aerial Map, Detail



Floodplain and Drainage

The subject is not located in a FEMA Special Flood Hazard Area. It is recommended the Client obtain a site-specific flood survey for the subject if there are any questions about the flood risk for the subject.



Easements, Encroachments, and Restrictive Covenants

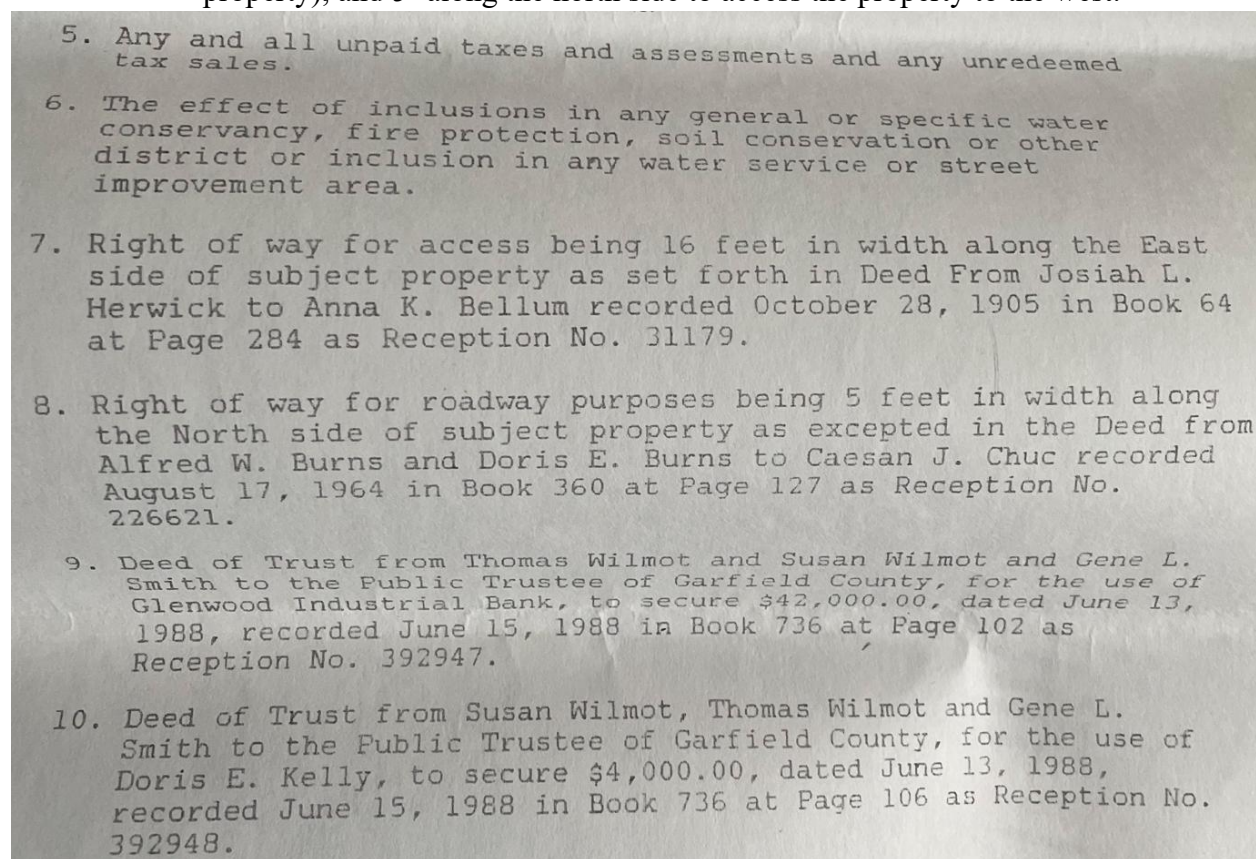
The Client provided a 13-page long, *Title Insurance Commitment*, from Land Title, dated October 30, 2025.

There are various easements detailed, including

- 1905 right-of-way for roadway,
- 1911 right-of-way easement,
- 1948 deed for a privately owned pipeline for the City of Glenwood Springs domestic water supply,
- 1964 easement for 5' right-of-way roadway along the northerly boundary,
- 1970 easement for 5' right-of-way roadway along the northerly boundary,
- 1983 ordinance to annex the Riverside neighborhood into the City of Glenwood Springs,
- 1983 District Court Final Order regarding rural fire protection,
- 1987 waterline and fire hydrant easements, and
- Exception 17, which states "LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET."

During my previous inspection on August 13, 2024, the property owners shared paper copies of numerous documents, including:

- *June 13, 1988 Deed of Trust*
 - Between Susan Wilmot, Thomas Wilmot, and Gene L. Smith (the present owner).
 - It notes two roadway easements.
 - It also quit claims, to Mr. Smith, the well and water rights associated with “the Burns well.”
- *Steward Title: Title Insurance Policy*
 - Date unknown, presumably related to the 1988 deed.
 - Shown below, this details the two right-of-way easements. 16’ along the subject’s east side (presumably for Riverside Drive, which now dead ends on the subject property), and 5’ along the north side to access the property to the west.



- *June 17, 1985 City of Glenwood Springs Building Department Inspection Record*
 - Permit to “rebuild roof over hot tub.”
- *July 22, 1988 Colorado Division of Water Resources affidavit to amend existing record.*
 - Scant detail was on the affidavit and there were no attached pages.
 - The inspection with the property owner revealed the well’s location. It is presently capped. The owner reports that it could be used and there is electricity nearby for a pump.

No other easements, encroachments, or restrictive covenants were apparent or reported to the Appraiser. It is assumed all easements and restrictions are typical for this type of property.

Utilities

The subject is served by the City of Glenwood Springs for water and electricity. According to the owner in August 2024, the water pressure is excellent; this may be because the subject's elevation is lower than most of the City's system.

There is a septic tank and leach field. Connection to the City's sanitary sewer system is a possibility, but it may require a lift station, because the subject's elevation is lower than most of the City's system.

The fuel source is a propane tank in the yard. Connection to Black Hills natural gas may be a possibility.

Internet is available by dish from Pathfinder Internet Service, and other area providers.

There is an adjudicated well on the property, the aforementioned "Burns well." No other well or water right details are known at this time.

Land/Site Improvements

The subject is accessed by Riverside Drive, a gravel drive that runs south to dead end on the subject property. There is a gravel road on the subject's northern boundary, to access the residential property to the west.

The subject site generally slopes from west to east (toward the Roaring Fork River), with a large flat area around the home. The site is grass-covered, with mature trees. There is a fire hydrant on Riverside Drive, near the northeast corner. There is a fence and mature trees lining much of the perimeter. The propane tank is on concrete pads.

On the steep eastern side of subject property, there are thick woods. Within these woods, there is a flat grade that was a historic stagecoach line.

The site is relatively large for an in-town residential lot and offers a private setting.

Functional Adequacy of the Land/Site

The eastern part of the site is steep and covered in thick woods. The majority of the site is level, to gently sloping. There are few sites in Glenwood Springs that rival the subject's relatively large size, level site, and proximity to downtown and the Roaring Fork River. Because of these factors, the functional adequacy of the site is considered good.

Adjacent and Surrounding Land Uses and Development

To the west is one residential parcel, 1411 Riverside Drive, owned by Robert V. and Elizabeth K. Raymond. There are two residential buildings on the property, and a garage. To the west of the Raymond property is the Roaring Fork River, running south to north, where it flows into the Colorado River, approximately 0.7 miles to the north.

To the north and south are vacant lands owned by the City of Glenwood Springs. There are four residential properties on Riverside Drive (including the subject).

To the east is the Rio Grande Trail – a “rails to trails” project owned by the Roaring Fork Transportation Authority, featuring 42 miles of continuous multi-use trails between Glenwood Springs and Aspen. To the east of the Rio Grande Trail is the Glenwood Springs High School campus, residential neighborhoods, and the primary north-south commercial thoroughfare - Grand Ave/Highway 82.

Nuisances and Hazards

There are no known nuisances or hazards.

Potential Environmental Hazards

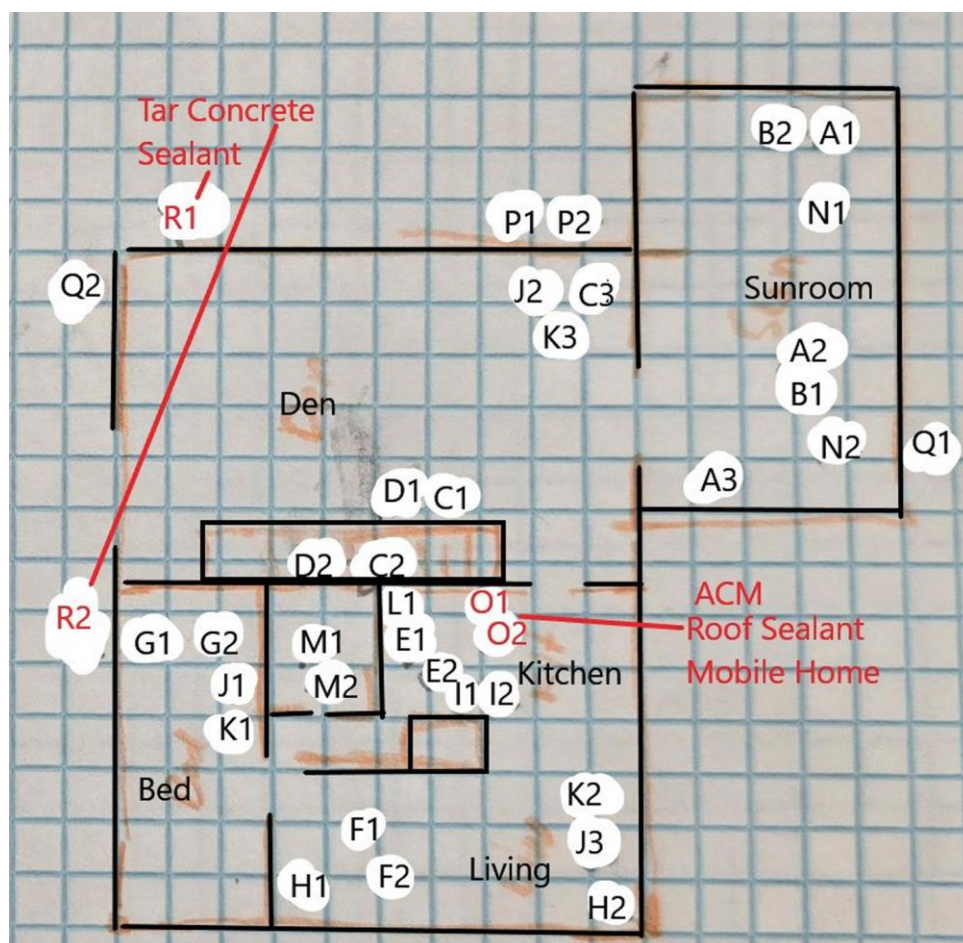
The Client provided three environmental reports:

There is a six-page, *Radon Inspection Report*, by Radon Engineering Consultants, dated November 11, 2025. The test result is pass (i.e. – the measured radon levels are less than 4.0 pCi/l and no corrective measures are recommended).

There is a five-page, *Lead-Based Paint XRF Test*, by Element Environmental Inc., dated October 31, 2025. No lead-based paint was detected in any of the samples taken.

There is a 20-page, *Asbestos Sampling Report*, by Element Environmental Inc., dated November 10, 2025. 40 asbestos samples were analyzed; there were four positive asbestos samples.

HOMOGENOUS AREA	DESCRIPTION OF AREA	ACM CATEGORY	NUMBER OF SAMPLES	APPROXIMATE SQ.FT.*	ACM ASSESSMENT CATEGORIES	% AND TYPE OF ASBESTOS FOUND
(O)	Roof Sealer	Miscellaneous	2	~300 sq.ft.	Other – Non-Friable ACM with potential for damage	3% Chrysotile in 2 of 2 Samples
(R)	Concrete Sealer	Miscellaneous	2	~300 sq.ft.	Other – Non-Friable ACM with potential for damage	10% Chrysotile in 2 of 2 Samples



8.0- CONCLUSION

The samples on the Table of Results in **Black** did not contain asbestos.

The samples on the Table of Results in **Red** contain asbestos:

- The roof sealant paint
- The concrete tar sealant

These materials are considered non-friable. If the tar and roof sealant will be rendered friable by mechanical means, then the removal of it is regulated by the CDPHE. If not, then the removal of it is regulated by OSHA. You must consult your landfill to see if they will accept it and how it must be prepared. It may need to be segregated from the other materials so that the landfill may accept it. Element Environmental recommends that an abatement contractor remove these materials to ensure that the workers are trained and that the materials are handled correctly. All work performed MUST follow all EPA and OSHA regulations to protect the general public, the client, and the workers.

If there are additional questions regarding asbestos, please see the full report.

There are no other known potential environmental hazards.

Improvements Data

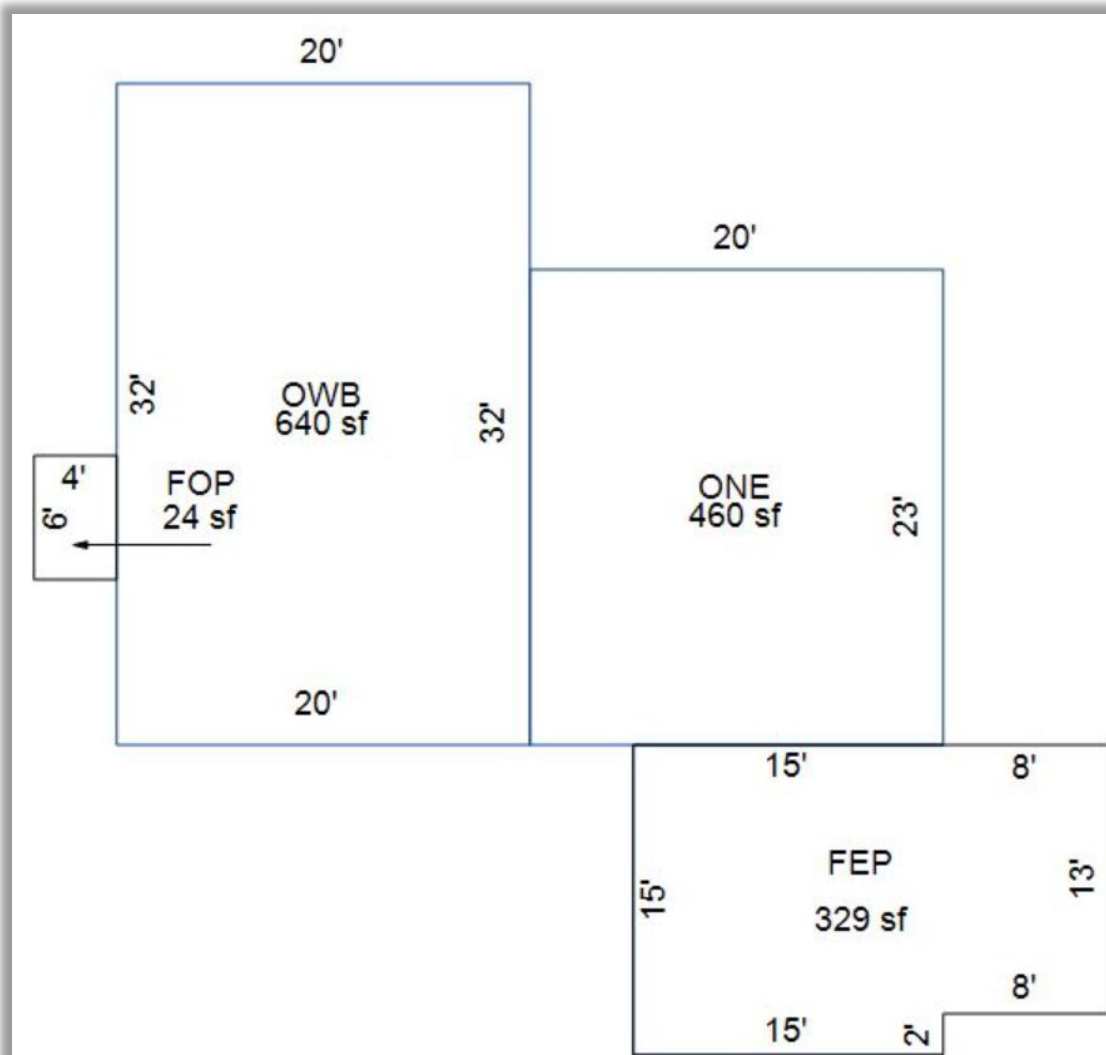
Buildings/Structures

The subject property is improved with a single-family residence. It is an 1,100 SF mobile home and stick-built addition, on a 640 SF poured concrete basement foundation. The mobile home is purged (i.e. – the title was surrendered and it is deeded real property), permanently affixed to the concrete foundation, and there are not axles or a tongue.

There is one bedroom and one full bathroom. There is a wood-burning stove and an enclosed porch with a built-in hot tub.

The basement has an eight-foot-high ceiling, concrete floors and walls, and one small exterior window. The exterior is painted stucco; there is a metal roof.

In the following floorplan sketch from the Garfield County Assessor's website, the "OWB" section is the mobile home. The "ONE" section is stick-built, and the "FEP" is the finished, enclosed porch. The sketch does not show the basement, but it is 640 SF, beneath "OWB."



The subject improvements may be near, or past, their recommended building life and typical life expectancy. According to Marshall & Swift Valuation Services, the typical life expectancy for a fair quality, single-section manufactured house is estimated at 20 years. Notably, this applies to manufactured housing produced “after the enactment of more stringent local and national building codes” (presumably 1976 HUD regulations). The subject is over double the recommended building life and typical life expectancy.

Overall, the construction quality is fair, and the condition is fair. The actual age is 58 years old. Based on the maintenance, renovations, and upgrades, the effective age is estimated at 42 years.

Assessed Value – Real Estate Taxes – Special Taxing Districts

For tax year 2025, the subject’s actual value from the Garfield County Assessor is \$629,150. The non-school assessed value is \$39,330, and the school assessed value is \$44,360. The non-school mill levy is 31.28, and the school district levy is 43.152. 2024 taxes were \$2,199.48.

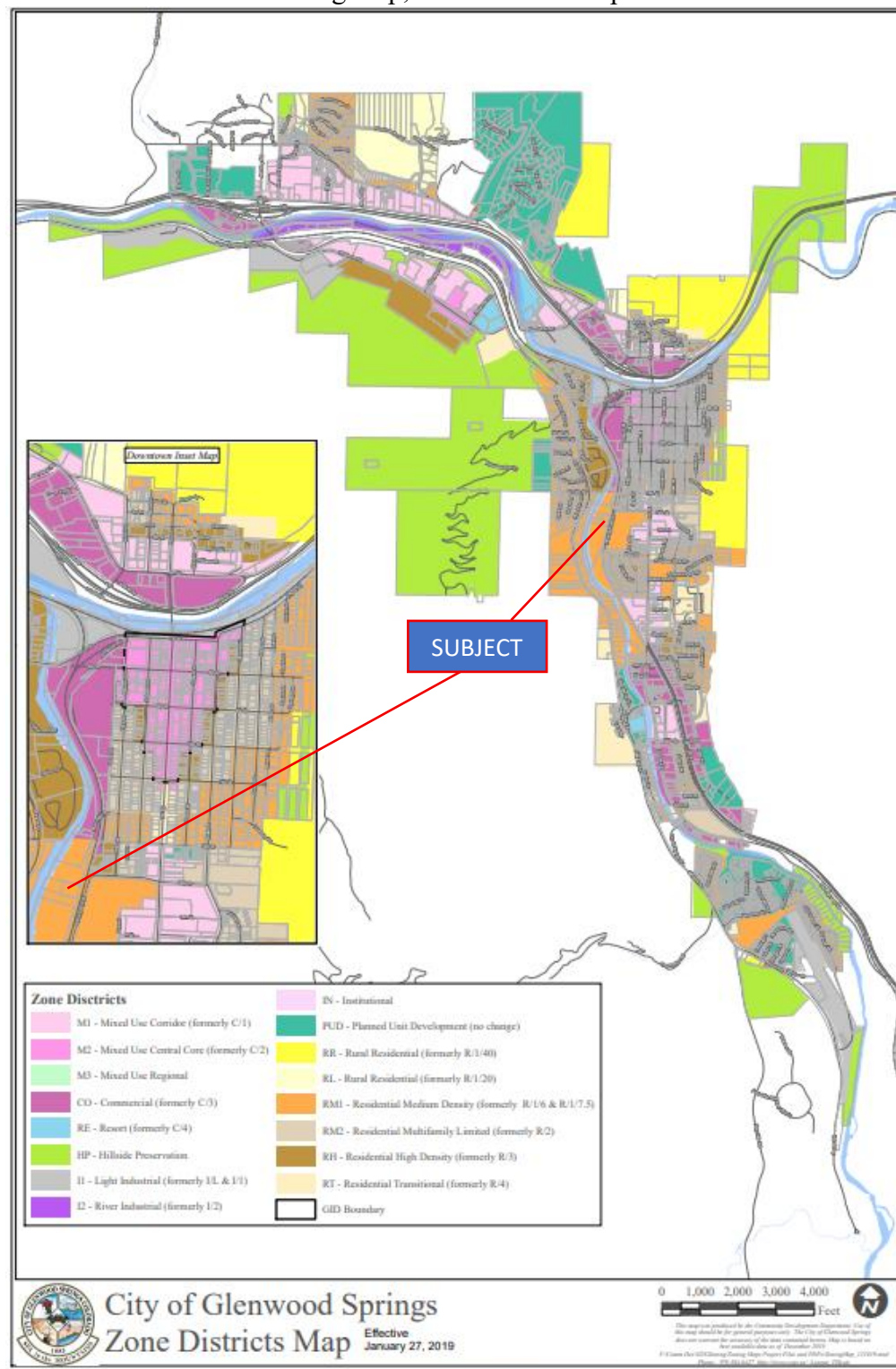
Legal Entitlements and Stage of Development

The subject is a developed site. It is not platted.

Zoning and Other Land Use Regulations

Intent, Permitted Uses, Conditional Uses

The subject is zoned RM1 – Residential Medium Density, in the City of Glenwood Springs. It is shown twice on the following map, in the overall map and the downtown inset map.



According to the Glenwood Springs Municipal Code, “The RM1 district is intended to accommodate medium-density, primarily single-family uses on smaller- to medium-sized lots. The RM1 district is intended to transition from low-density single-family residential districts to multifamily development districts.”

Table 020.7: RM1 District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area (sq ft)	6,000
	Lot area (sq ft), lots created prior to March 1, 1965	5,000
	Lot area (sq ft), attached dwellings sharing common wall	7,500
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	30
	Front (from other streets) (ft)	20
C	Side (ft)	5
D	Rear (ft)	15
Building Standards, Maximum		
E	Building height (ft)	27

Uses permitted by right in RM1 include single-family detached dwelling, accessory dwelling unit, family child care home, park, playground, open space, transit stop, community garden, sale of produce or plants raised on premises (excluding marijuana uses), accessory tourist rental, short-term rental, golf course or country club, solar energy system (large scale roof mounted, small scale), alternative tower structure in right-of-way, base station in right-of-way, eligible facilities request, small cell facility, backyard chickens, and home occupation.

Use History

The subject’s use history is residential.

Sales History

According to the Garfield County Assessor’s website, there have been no transfers in the last five years.

Listing/Contract History

The Client provided a Contract to Buy and Sell Real Estate for the subject property. The buyer is the City of Glenwood Springs; the seller is Gene L. Smith. Besides the real estate, it includes deeded water rights to the Burns Well. The price is \$920,000. The contract is dated October 28, 2025. Closing date is 75 days after mutual execution of the contract (January 11, 2026).

Rental History

There is no known rental history.

PART 3 – ANALYSIS and VALUATION

Highest and Best Use

Highest and Best Use defined by The Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, Chicago, 2022:

“The reasonably probable use of (vacant land or an improved) property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

Highest and Best Use as Vacant

Legal Permissibility

The subject’s zoning permits residential improvements and other legally permissible uses, as shown in the Zoning section. A zoning change or subdividing the property is unlikely.

Physical Possibility

The subject site is served by municipal water and electricity, a septic system, and an on-site propane tank. The well may offer additional water potential.

It is physically possible to develop the site for a single-family home, possibly with an accessory dwelling unit (ADU).

Financial Feasibility

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. Development of new residential improvements has occurred in the recent past in the subject’s market, and continues to this day.

Maximum Productivity

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land. Residential development, potentially with an ADU is maximally productive.

The highest and best use of the subject as though vacant is residential development, potentially with an ADU.

Highest and Best Use as Improved

Legal Permissibility

The present use as a single-family home is legally permissible. Redevelopment is legally permissible.

Physical Possibility

The subject's site, at 38,333 SF (0.88 AC), is uniquely large for a property near downtown Glenwood Springs and the Roaring Fork River. The site is large enough to add a garage and/or an ADU to the existing improvements.

It is physically possible to demolish the existing improvements.

Financial Feasibility

Because the subject is a unique property, financial feasibility has been analyzed in numerous ways.

According to the MLS, since August 13, 2024 (date of value for my previous appraisal), Glenwood Springs (proper) had six sales of mobile homes. The stats are shown below. All six sales are titled mobile home only; no deeded real property was transferred. Only one sale was pre-1976 like the subject:

- 3028 S. Grand Avenue, sold April 10, 2025, for \$258,500 (\$215.42 PSF). Located in the Carbine Mobile Home Park, it is a non-purged, "pre-HUD trailer."
- The subject's land would add additional value, but that cannot be determined based on mobile home sales.
- The conclusion is, as a mobile home, the subject's value is greater than \$258,500.

Average, Median, Low and High Statistics

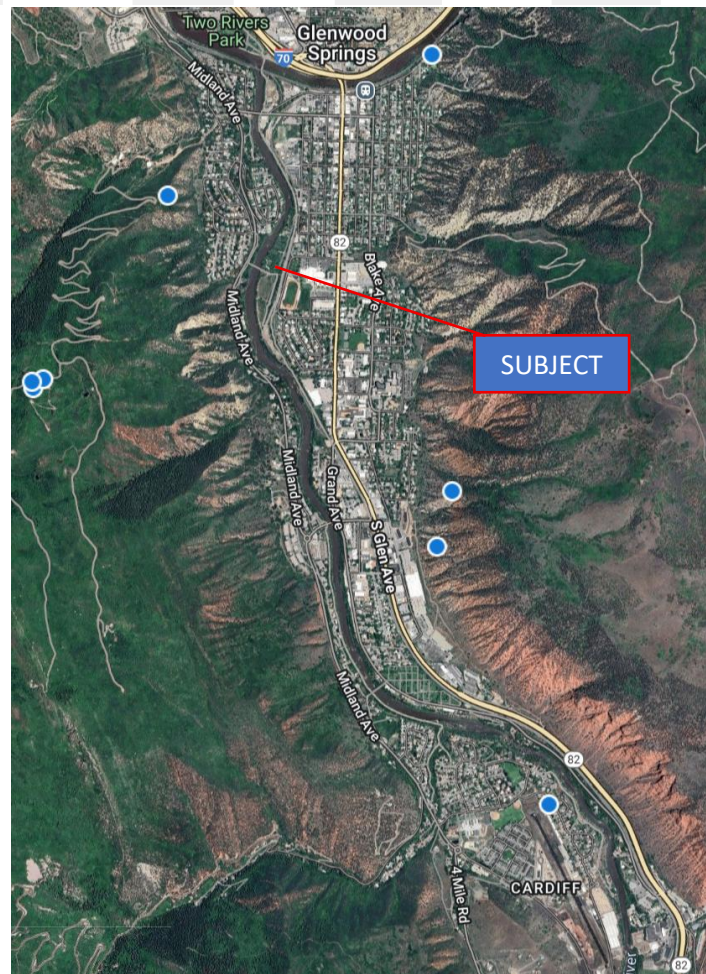
	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio	Sold / Original List Ratio	DOM	Price Change \$
Average	3.2	2	1,427	\$306,500	\$300,667	\$291,000	\$214	\$208	97.13%	95.55%	63	\$-35,000 (-10%)
Median	3	2	1,364	\$314,500	\$297,500	\$290,000	\$223	\$219	98.06%	98.06%	56	\$-35,000 (-10%)
Low	2	2	1,088	\$250,000	\$250,000	\$250,000	\$170	\$162	91.43%	85.71%	36	\$-35,000 (-10%)
High	4	2	1,848	\$350,000	\$350,000	\$337,500	\$230	\$230	100%	100%	123	\$-35,000 (-10%)
Volume	-	-	-	\$1,839,000	\$1,804,000	\$1,746,000	-	-	-	-	-	-
Listings	6	6	6	6	6	6	6	6	6	6	6	1

Glenwood Springs had eight vacant residential land sales since August 13, 2024. The MLS stats, and a sales map are below.

- There are no sales with similar locational attributes to the subject.
- There are no sales within +/- 50% of subject's land size (19,166 SF and 57,500 SF).
- Based on the paucity of recent comparable transactions, the value indication for the subject as vacant residential land lacks strong market support at this time.
- The conclusion is, as vacant residential land, the subject's value is likely greater than \$515,000.

Average, Median, Low and High Statistics

	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio*	Sold / Original List Ratio*	DOM	Price Change \$
Average	0	0	0	\$296,500	\$240,000	\$221,125	\$0	-	93.35%	91.34%	122	\$-76,000 (-15.83%)
Median	0	0	0	\$259,500	\$229,500	\$222,000	\$0	-	96.1%	94.7%	128.5	\$-76,000 (-15.83%)
Low	0	0	0	\$90,000	\$50,000	\$37,500	\$0	-	75%	75.29%	41	\$-92,000 (-21.65%)
High	0	0	0	\$599,000	\$539,000	\$515,000	\$0	-	100%	100%	223	\$-60,000 (-10.02%)
Volume	-	-	-	\$2,372,000	\$1,920,000	\$1,769,000	-	-	-	-	-	-
Listings	0	0	0	8	8	8	0	0	7	6	8	2



Glenwood Springs had two sales of homes with one bedroom since August 13, 2024.

- 194 County Road 156 sold November 7, 2024, for \$590,000 (\$771.24 PSF). Cabin built in 1958, it is 765 SF with 1-bedroom, 1.5 bathrooms, near the Old Cardiff bridge, Roaring Fork River, and Rio Grande trail. The lot is 6,534 SF.
- 1009 Pitkin Avenue sold October 1, 2025, for \$605,000 (\$780.65 PSF). Built in 1897, it is 775 SF with 1-bedroom, 1-bathroom, near downtown. The lot is 2,630 SF. It has been substantially renovated to a higher quality and condition than the subject.
- These two sales have similar total prices and price PSF. They both have similar locational attributes to the subject. However, they're both on significantly smaller sites and have varying qualities and conditions.
- The conclusion is, as a one-bedroom home, the subject's value is likely greater than \$590,000.

Glenwood Springs had eight sales of homes with SF between 825 and 1,375 (+/- 25% of the subject's 1,100 SF) since August 13, 2024. The MLS stats are below.

- The minimum number of bedrooms in this dataset is two.
- The conclusion is, as an 1,100 SF home, the subject's value is likely less than the median of \$657,500.

Average, Median, Low and High Statistics

	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio	Sold / Original List Ratio	DOM	Price Change \$
Average	2.5	1.8	1,145	\$615,250	\$615,250	\$592,125	\$532	\$511	96.77%	96.77%	53	\$0 (-%)
Median	2.5	2	1,135	\$687,000	\$687,000	\$657,500	\$558	\$540	98.12%	98.12%	55.5	\$0 (-%)
Low	2	1	924	\$160,000	\$160,000	\$160,000	\$173	\$173	90.13%	90.13%	27	\$0 (-%)
High	3	2	1,365	\$749,000	\$749,000	\$730,000	\$745	\$671	100%	100%	82	\$0 (-%)
Volume	-	-	-	\$4,922,000	\$4,922,000	\$4,737,000	-	-	-	-	-	-
Listings	8	8	8	8	8	8	8	8	8	8	8	0

Glenwood Springs had 23 sales of homes built between 1958 and 1978 (+/-10 years of the subject's year of construction) since August 13, 2024. The MLS stats are below.

- The subject home is older and smaller than most of the sales.
- The conclusion is, as a home built in 1968, the subject's value is likely less than the median of \$875,000.

Average, Median, Low and High Statistics

	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio	Sold / Original List Ratio	DOM	Price Change \$
Average	3.5	2.4	2,221	\$928,126	\$913,522	\$896,391	\$444	\$434	98.03%	96.84%	61	\$-83,975 (-7.66%)
Median	3	2	2,128	\$910,000	\$899,000	\$875,000	\$429	\$414	99.67%	99.58%	50	\$-53,450 (-5.71%)
Low	1	1	765	\$650,000	\$650,000	\$590,000	\$291	\$238	81.82%	69.5%	23	\$-195,000 (-15.06%)
High	5	4	3,780	\$1,295,000	\$1,200,000	\$1,225,000	\$849	\$771	112.77%	112.77%	220	\$-34,000 (-4.15%)
Volume	-	-	-	\$21,346,900	\$21,011,000	\$20,617,000	-	-	-	-	-	-
Listings	23	23	23	23	23	23	23	23	23	23	23	4

Glenwood Springs had four home sales with lot sizes +/- 50% of subject's land size (19,166 SF and 57,500 SF) since August 13, 2024.

- The minimum bedroom count in this dataset is three. The minimum SF in this dataset is 1,964 SF.
- The conclusion is, as a home on a relatively large site, the subject's value is likely less than the low end of the range of \$895,000.

Average, Median, Low and High Statistics

	Bdrms	Baths	Sq. Ft.	Original List Price	List Price	Sold Price	List Price per SqFt	Sold Price per SqFt	Sold / List Ratio	Sold / Original List Ratio	DOM	Price Change \$
Average	4	3.8	3,024	\$1,186,400	\$1,179,800	\$1,137,000	\$420	\$406	96.25%	95.64%	52	\$-33,000 (-3.31%)
Median	4	3	3,134	\$1,200,000	\$1,200,000	\$1,195,000	\$383	\$391	98.07%	98.07%	50	\$-33,000 (-3.31%)
Low	3	3	1,964	\$998,000	\$965,000	\$895,000	\$290	\$285	88.78%	88.78%	41	\$-33,000 (-3.31%)
High	5	6	4,454	\$1,295,000	\$1,295,000	\$1,270,000	\$610	\$608	102.08%	102.08%	73	\$-33,000 (-3.31%)
Volume	-	-	-	\$5,932,000	\$5,899,000	\$5,685,000	-	-	-	-	-	-
Listings	5	5	5	5	5	5	5	5	5	5	5	1

Lastly, the subject could sell to an institutional buyer (such as a local government or college) for assemblage².

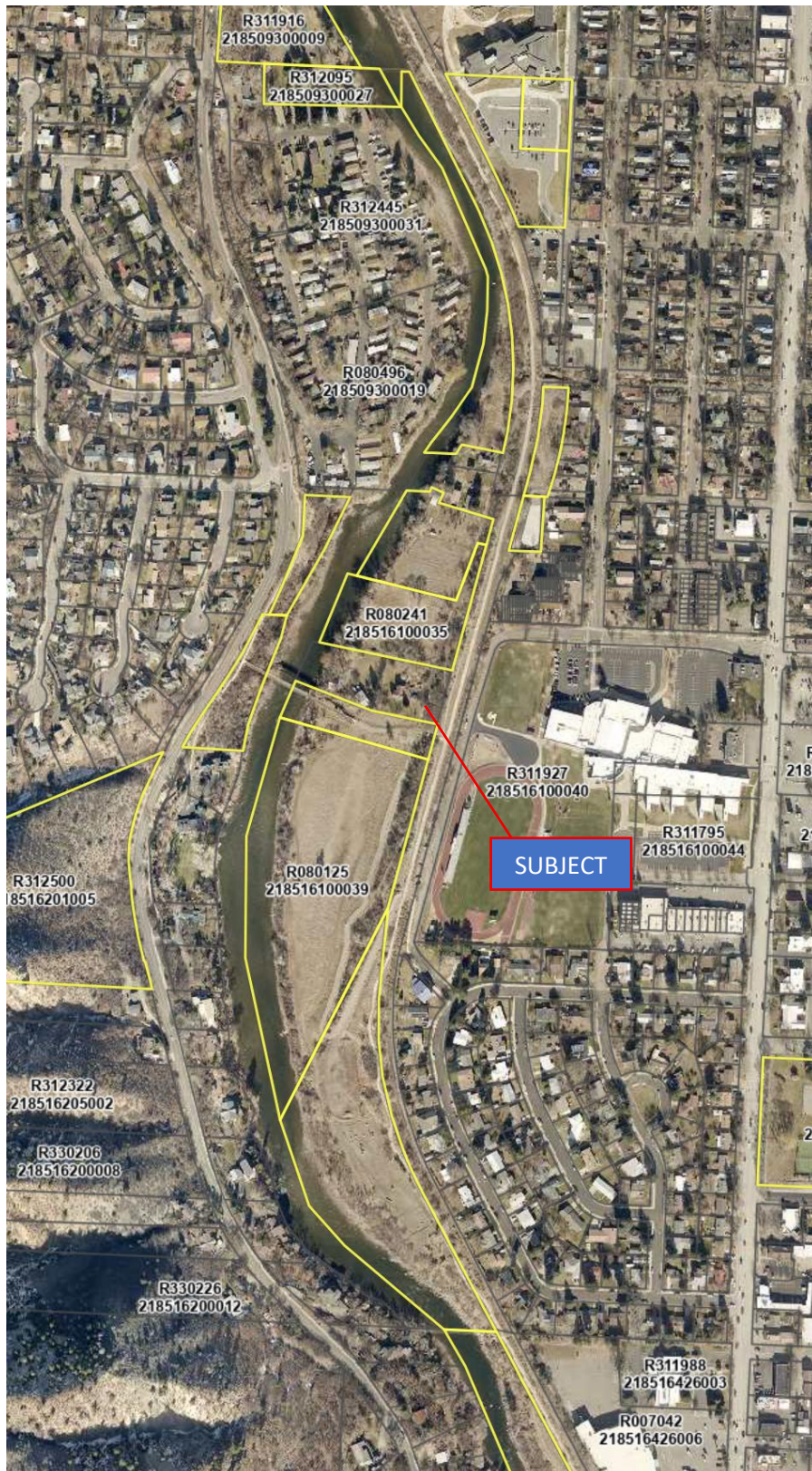
- According to the Garfield County Assessor, the City of Glenwood Springs (“City”) owns 123 properties in Garfield County.
- An approximate count shows that the City owns 28 properties on or near the Roaring Fork River and/or the Rio Grande trail.
- The City owns the two properties immediately north of the subject, and four properties immediately south of the subject.
- If the City were to buy the subject, it would combine multiple contiguous parcels into single ownership.
- On the list of recent City property purchases, five sales are on Riverside Drive.
- According to the current owner in August 2024, he and the City have been in talks to sell the subject to the City for decades.
- The property is presently under contract to sell to the City.

Below is a GIS map showing properties owned by the City.



² The definition of assemblage from Appraisal Institute. (2022). *The dictionary of real estate appraisal* (7th ed.). Appraisal Institute: “The process of combining two or more parcels of land into a single ownership or use.”

The following map is zoomed in near the subject and the Roaring Fork River corridor, showing properties owned by the City.



Below is a list of recent property purchases by the City of Glenwood Springs:

ParcelID	Acres	Land SF	PropertyAddress	Owner	Sale Date	Sale Price	\$/SF
R084510	18.36	799,587		GLENWOOD SPRINGS, CITY OF	1/17/2000	\$ 730,000	\$ 0.91
R311017	2.66	115,870	1201 RIVERSIDE DR	GLENWOOD SPRINGS, CITY OF	11/21/2001	\$ 300,000	\$ 2.59
R080125	10.10	440,174	1601 RIVERSIDE DR	GLENWOOD SPRINGS, CITY OF	2/15/2002	\$1,200,000	\$ 2.73
R080489	1.29	56,280	1477 RIVERSIDE DR	GLENWOOD SPRINGS, CITY OF	3/12/2003	\$ 350,000	\$ 6.22
R311939	3.46	150,718	1015 SCHOOL ST	GLENWOOD SPRINGS, CITY OF	7/8/2003	\$ 600,000	\$ 3.98
R530102	0.34	14,891	0 MIDLAND AVE	GLENWOOD SPRINGS, CITY OF	2/23/2005	\$ 286,600	\$19.25
R080241	2.96	128,938	1351 RIVERSIDE DR	GLENWOOD SPRINGS, CITY OF	11/22/2016	\$ 685,000	\$ 5.31
R080494	0.81	35,332		GLENWOOD SPRINGS, CITY OF	7/25/2019	\$ 250,000	\$ 7.08
R311800	0.35	15,246	102 W 13TH ST	GLENWOOD SPRINGS, CITY OF	1/30/2020	\$ 250,000	\$16.40
R312164	0.62	27,007		GLENWOOD SPRINGS, CITY OF	1/30/2020	\$ 250,000	\$ 9.26
R080618	0.29	12,632	0 117 COUNTY RD	GLENWOOD SPRINGS, CITY OF	6/5/2020	\$ 3,200	\$ 0.25
R084645	2.17	94,525	1205 RIVERSIDE DR	GLENWOOD SPRINGS, CITY OF	8/4/2023	\$1,800,000	\$19.04

The most recent sale, 1205 Riverside Drive, is the highest total sale price and the second greatest price PSF for land, in the above list. This property is located about 230 feet north of the subject, with a similar location on Riverside Drive. It is nearly 2.5 times larger than the subject, and has approximately 332 feet of Roaring Fork River frontage. This is the most recent, and closest City purchase to the subject. The market has changed significantly since the COVID-19 pandemic, so the earlier sales are given little weight in the current market. 1205 Riverside Drive sold for \$19.04 PSF of land.

There is one other notable recent institutional assemblage sale in the subject's market. Colorado Mountain College ("CMC") purchased three parcels in one transaction, adjacent to (just north of) their Glenwood Springs campus. The "Smith/Duffy properties" include 1332 Grand Avenue, 1331 Blake Avenue, and the "horse pasture." CMC has a market value appraisal for \$4,370,000. The actual sale price PSF of land was \$18.08. The sale price per effective SF of land was \$27.94.

Based on the preceding evidence, it is credible that the City is a likely buyer of the subject property.

- The conclusion is, as an assemblage to an institutional buyer, the subject's value is likely between about \$18 and \$28 PSF of land, or about \$689,994 to \$1,073,324.

The following chart summarizes the financially feasible findings for the subject. The most financially feasible use of the subject is assemblage land to the City of Glenwood Springs.

<u>Property Type</u>	<u>Value Indication for Subject</u>
Mobile Home	Greater than \$258,500
Vacant residential land	Greater than \$515,000
One-bedroom home	Greater than \$590,000
GWS SFR with 825-1,375 SF	Less than \$657,500
GWS SFR built between 1958-1978	Less than \$875,000
SFR with lot size between 19,166-57,500 SF	Less than \$895,000
Assemblage to City of Glenwood Springs	\$689,994 to \$1,073,324

Maximum Productivity

The subject has been analyzed in many ways. The maximally productive use of the subject is assemblage to the City of Glenwood Springs.

Conclusion of Highest and Best Use

The highest and best use as vacant is residential development.

The highest and best use as improved is assemblage to the City of Glenwood Springs.

The most likely buyer is the City of Glenwood Springs. Other potential buyers include owner-occupants, investors, or developers.

Appraisal Valuation Methodology

The cost approach and income approach were considered but not developed because they would not produce a reliable value for the subject.

The subject's highest and best use is vacant land, and the sales comparison approach is generally regarded as the most reliable indicator of value.

Sales Comparison Approach to Value

The Sales Comparison Approach is a set of procedures in which a value indication is derived by comparing similar properties that have been sold recently to the property being appraised, making adjustments to the sale prices of the comparables based on the elements of comparison, and applying appropriate units of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant.

The systematic procedure for applying the Sales Comparison Approach includes researching transactional data, verifying transactional data, selecting relevant units of comparison and developing a comparative analysis for each, analyzing and adjusting comparable sales, and reconciling adjusted sale prices into a value indication for the subject property.

For the subject, transactions were researched with the following criteria:

- Primary data sources: Garfield County Assessor public records, and the Aspen/Glenwood MLS.
- Sale date: August 13, 2023 through November 17, 2025.
- Area: Glenwood Springs.
- Property Type: Vacant land.
- Land Size: +/- 50% of subject's land size (19,166 SF and 57,500 SF)

This search yielded no closed transactions.

There is one notable sale – CMC's purchase of the Smith/Duffy properties. There is a sale summary on the following page.

Photo		GIS Map	
			
Photo Source	Post Independent	View	West
Address	1332 GRAND AVE, 1331 BLAKE AVE, TBD	Sale Confirmation/Date	Seller: Maylinn Smith, 11/29/25. Buyer: CMC Representative, 11/18/25. Post Independent "Colorado Mountain College acquires land next to Glenwood Springs campus," dated 3/12/25.
City, State, Zip Code	GLENWOOD SPRINGS, CO 81601	Public Record Confirmation/Date	Garfield County Assr, 11/20/25
Parcel Number	218516100018, 218516100091, 218516100008	Appraiser Confirming	Ryan T. Kane, MAI
Legal Description	Section: 16 Township: 6 Range: 89 TR IN NENE EXCEPT 247.4 SQ. FT. FOR ST. HWY ROW	Deed Type/Reception No.	Personal Representative Deed/1003078
Grantor	SMITH, MAYLINN-PERS REP; DUFFY, JAMES T- PERS REP...	Amount and Terms of Mortgage	Cash
Grantee	COLORADO MOUNTAIN COLLEGE	Property Rights Conveyed	Fee Simple
Sale Price	\$ 4,370,000	2025 Assessor Actual Value	\$ 2,482,170
Sale Date	12/31/2024	2025 (Non-School) Ass'd Value	\$ 518,260
Sale Price Per Land SF	\$ 18.08		
PHYSICAL CHARACTERISTICS			
Land Area SF	241,758	Location	Downtown GWS
View	Mtns, Valley, Nbhd	Functional Utility	Good
Zoning	M1/RM2	Site (Topography)	Sloping, Steep "Horse Pasture"
Use At Time of Sale	2 SFR, 1 vacant land	Highest and Best Use	Residential
Remarks	CMC bought 3 adjacent parcels, in one transaction, from one seller, called the "Smith/Duffy properties", just north of their Glenwood campus. CMC intends to develop affordable housing, open space, and place the "horse pasture" into a conservation easement with Aspen Valley Land Trust. CMC has a market value appraisal for \$4,370,000. The recorded price is \$3,304,000, which includes the seller's donation to the college. The seller's representative confirmed \$4.37M market value and donation value. The properties have been in the family for multiple generations; before Marian Duffy Smith's death in 2024, she expressed her wish for the land to go to CMC. There were two old homes on the properties, 1,136 SF and 1,080 SF (2,216 total) - anticipated demolition cost is ~\$200,000 (\$90.25 PSF). The sale price PSF of land is \$18.08. In a public memo from the CMC Board of Trustees, they call the horse pasture property 1.80 AC, not 3.76 like the Assessor. The discrepancy is because of the steep, scraggly hillside to the east, which lowers the effective size of the parcel to 1.80 AC. This brings the effective SF to 156,380 and the price per effective SF to \$27.94, which is how the parties treated it through the transaction.		

Sales Discussion

The Smith/Duffy properties purchase by CMC is much larger than the subject, but it is in downtown Glenwood Springs, relatively near the subject, and represents an institutional assemblage purchase of an adjacent site, with old homes needing to be demolished. The actual sale price PSF of land was \$18.08. The sale price per effective SF of land was \$27.94. This range supports the value conclusion of my August 2024 appraisal.

The other notable change since my August 2024 appraisal is 602 Cowdin Drive is still actively listed for sale but the asking price has dropped from \$1,750,000 to \$1,550,000, or \$44.48 PSF of land. Because the subject's allowable density is less than 602 Cowdin, the subject is likely worth less than \$1,550,000 or \$44.48 PSF of land.

After a thorough review of market data since August 2024, there is insufficient market data to change that appraisal's value conclusion of \$25.00 PSF of land, or \$958,325. This value considers the subject as vacant land, so, as in my previous appraisal, costs to clear the site must be considered.

Demolition Costs

Since my previous appraisal, the City of Glenwood Springs passed a resolution that all demolition work for residential projects larger than 1,000 SF now require deconstruction and diversion. This regulatory change likely increases demolition costs because of the additional time and effort to deconstruct and divert, versus demolishing. In my previous appraisal, market data supported a demolition cost of \$40,000. The Client has provided a *House Demo Initial Quote*, from Element Environmental Inc., dated November 20, 2025, specific to the subject property. Asbestos abatement is quoted at \$20,450. House demolition cost is quoted at \$58,400. The total demolition cost is \$78,850. This cost, specific to the subject and based on present regulations, is considered more reliable.

The vacant land value is estimated at \$958,325, less demolition costs of \$78,850, equals \$879,475, rounded to \$880,000.

Reconciliation

Based on the investigation and analysis performed, I conclude to the following opinion of market value of the fee simple estate as of November 17, 2025:

\$880,000

EIGHT HUNDRED EIGHTY THOUSAND DOLLARS

This value is for the subject's "as is" land value, including demolition costs.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. All reports and work product we deliver to you (collectively called “report”) represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecasts in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic, or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our services has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements, or other adverse title conditions, which would have a material effect on the value of the interest under consideration. All information provided by the client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies are correct. The plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any

environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the ADA. We claim no expertise in ADA issues and render no opinion regarding compliance of the property with ADA regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described, and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the lease, all rent and other amounts

payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.

19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. It is assumed all spatial data, including sketches and/or surveys included in the report, is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.
21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has been recently completed, we do not made allowance for any liability, already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs, or alterations in a workmanlike manner.
22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. The report is confidential to the party to whom it is addressed, and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this agreement.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to us by the client or others. We will not verify documents, information and assumptions derived from industry sources or that we have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.

27. We are not liable to any person or entity for loss of profits, consequential, punitive, exemplary, or similar damages in connection with this agreement. In no event shall the liability in connection with this agreement exceed the fee paid to us hereunder.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Ryan T. Kane November 24, 2025
Signature Date

Ryan T. Kane, MAI
Colorado Certified General Appraiser #CG100029568
Principal, Eagle Appraisal Group, LLC

QUALIFICATIONS
For
Ryan T. Kane, MAI
Colorado Certified General Appraiser

Licensing

State of Colorado – CG.100029568; Expires 12/31/2025

**Formal Education**University of Colorado - Boulder; Graduated May 2007
BA in Business Administration**Appraisal Institute**

Designated June 2019

Employment History

November 2022 – Present

*Principal***EAGLE APPRAISAL GROUP**

Ryan T. Kane, MAI
 PO Box 5504
 Eagle, CO 81631
 Website: EagleAppraisalGroup.com
 Phone: 720-839-7928
 Email: EagleAppraisalGroupLLC@gmail.com

****Continued on the following page****

****Ryan T. Kane's Qualifications - continued from the previous page****

June 2011 – November 2022	<i>Appraiser IV, Commercial Litigation Specialist</i> Eagle County Assessor's Office, Eagle, CO
September 2010 - June 2011	<i>Real Property Appraiser</i> Ebert Appraisal, Breckenridge, CO
September 2009 - September 2010	<i>Commercial Appraiser</i> The Jamison Group, Denver, CO
March 2009 - September 2009	<i>Associate Appraiser</i> Kane Appraisal Services, Dubuque, IA

Professional Education

*All courses taken through *The Appraisal Institute* unless otherwise noted.

July 2025	Litigation Appraising: Specialized Topics and Applications
July 2025	Valuation Bias: The Invisible Fence of Racial Discrimination
February 2025	The Appraiser as an Expert Witness: Preparation and Testimony
January 2025	Code of Ethics (National Association of Realtors)
September 2024	Mountain Real Estate Topics
April 2024	Condemnation Appraising: Principles and Applications
December 2023	Commercial Land Valuation (McKissock)
December 2023	USPAP 7-Hour Update for 2024
November 2023	Business Practices & Ethics
August 2022	Residential Appraiser Forum (CATA)
August 2022	Valuation of Fast-Food Restaurants (CATA)
August 2021	Commercial Appraiser Forum (CATA)
August 2021	USPAP 7-Hour Update (CATA)
August 2021	Complex Residential and GRM (CATA)
August 2021	Valuation of Lodging Properties (CATA)
June 2020	Condominium Valuation (DPT)
December 2019	USPAP 7-Hour Update (DPT)
August 2019	<i>Expert Panel Member</i> , Commercial Appraiser Forum (DPT)
August 2019	Advanced Income (DPT)
August 2019	Hotel / Motel Valuation (CATA)
December 2018	REALTOR Code of Ethics (Learning Library)
December 2018	Quantitative Analysis
August 2018	Analyzing Market Trends Using Excel (Kaplan)
August 2018	Valuation of Big Box Properties (CATA)
August 2018	<i>Expert Panel Member</i> , Commercial Appraiser Forum (DPT)
August 2018	Rate Development (DPT)
August 2018	Golf Course Valuation (DPT)
November 2017	USPAP 7-Hour Update (McKissock)
September 2016	Ad Valorem Mass Appraisal Review (DPT)

*****Continued on the following page*****

****Ryan T. Kane's Qualifications - continued from the previous page****

August 2016	Allocating Components in Going Concern Appraisals (CATA)
August 2016	Appraisal of Owner-Occ. Commercial Property (McKissock)
August 2016	Assessor Blueprint Reading Plans (CATA)
May 2016	Maintaining Appraisal Integrity - Society of Chief Appraisers
May 2016	Hotel & Resort Summit (Colorado Real Estate Journal)
March 2016	How to Understand and Analyze Financial Statements (CLE)
February 2016	General Demonstration Report – Capstone Program
January 2016	Introduction to the Capstone Program & FMA
November 2015	USPAP 7-Hour Update (DPT)
September 2015	HOA Issues and Concerns (DORA / VBR)
September 2015	General Demonstration Report Writing
August 2015	Adjustments – The Good, the Bad, and the Ugly (CATA)
August 2015	Restructuring Income & Expense Statements (IAAO)
August 2015	Environmental (Contaminated) Property Appraising (DPT)
August 2015	Valuing Vacant Land & Sites (McKissock)
August 2014	Rate Development (DPT)
August 2014	How to Critique an Appraisal (IAAO)
August 2014	Assessment, Statistics and Excel (CATA)
August 2014	Marshall & Swift – I Love the Cost Approach (CATA)
May 2014	Hotel & Resort Summit (Colorado Real Estate Journal)
March 2014	Advanced Concepts & Case Studies
December 2013	Hotel / Motel Valuation Workshop (DPT)
November 2013	USPAP 7-Hour Update (DPT)
August 2013	Avoid Pitfalls in Foreclosures, Short Sales & REOs (CATA)
August 2013	Golf Course Valuation (DPT)
August 2013	Bed & Breakfast Valuation (DPT)
August 2013	Commercial Portfolio Modeling (CATA)
August 2012	Time Trending (CATA)
August 2012	Evaluating Commercial Construction (CATA)
August 2012	Sales Confirmation (DPT)
May 2012	Appraising the Appraisal
May 2012	Inter-Relationships of an Appraisal Report
December 2011	Advanced Education Diagnostic Test
November 2011	USPAP 7-Hour Update (DPT)
September 2011	Introduction to Assessment (DPT)
September 2011	Logic and Critical Thinking of Appraising (CATA)
August 2011	Understanding Conservation Easements (CATA)
August 2011	Evaluating Residential Construction (CATA)
August 2011	Property Classification (DPT)
June 2011	Advanced Income Capitalization
June 2011	General Appraiser Income Approach Part 2
June 2011	General Appraiser Sales Comparison Approach
August 2010	General Appraiser Market Analysis & Highest and Best Use

*****Continued on the following page*****

****Ryan T. Kane's Qualifications - continued from the previous page****

June 2010	General Appraiser Report Writing & Case Studies
April 2010	General Appraiser Income Approach Part 1
January 2010	General Appraiser Site Valuation & Cost Approach
October 2009	Business Practices & Ethics
September 2009	Appraising FHA Today (McKissock Appraisal School)
September 2009	REO & Foreclosures (McKissock Appraisal School)
August 2009	Intro to Green Buildings for Appraisers (McKissock)
July 2009	Real Estate Finance, Statistics & Valuation Modeling
May 2009	Basic Appraisal Procedures
May 2009	Basic Appraisal Principles
January 2009	15-Hour USPAP

Qualified as an Expert Witness

2025 Ouray County District Court	Case Number: 2025CV30004; Town of Ridgway v. David C Sneed et al
2024 Garfield County District Court	Case Number: 2020CV030012; Bailey, Michael L v. Geoffrey S Bailey Revocable Trust et al
2019 Eagle County District Court	Case Number: 2019CV030203; Arrabelle at Vail Square LLC v. Board of Equalization of Eagle County CO et al
2019 Eagle County District Court	Case Number: 2019CV030204; Lodge Properties Inc. v. Board of Equalization of Eagle County CO et al
2019 Board of Assessment Appeals Trial	Docket 75457, SPI Golf Inc.
2018 Board of Assessment Appeals Trial	Docket 70454, Lodge Properties
2018 Board of Assessment Appeals Deposition	Docket 70454, Lodge Properties
2018 Board of Assessment Appeals Trial	Docket 70438, Ferruco Vail Ventures
2018 Board of Assessment Appeals Deposition	Docket 70438, Ferruco Vail Ventures
2018 Board of Assessment Appeals Trial	Docket 70433, Austria Haus
2018 Board of Assessment Appeals Trial	Docket 70430, Christiania
2015 Board of Assessment Appeals Trial	Docket 64769, Country Club of the Rockies
2014 Board of Assessment Appeals Trial	Docket 62711, Lodge Properties
2014 Board of Assessment Appeals Trial	Docket 62578, Bachelor Gulch Properties
2014 Board of Assessment Appeals Trial	Docket 62668, Vail Corporation

Served the following Colorado counties as Arbitrator for tax appeal hearings:

Ouray County	Arbitrator – Tax Year 2025
Routt County	Arbitrator – Tax Year 2024
Grand County	Arbitrator – Tax Year 2023
Ouray County	Arbitrator – Tax Year 2023
Park County	Arbitrator – Tax Year 2023
Routt County	Arbitrator – Tax Year 2023

*****Continued on the following page*****

****Ryan T. Kane's Qualifications - continued from the previous page****

Served the following Colorado counties as County Board of Equalization Hearing Officer (CBOE) for tax appeal hearings:

Park County	CBOE Hearing Officer - Tax Year 2025
Summit County	CBOE Hearing Officer - Tax Year 2025
Routt County	CBOE Hearing Officer - Tax Year 2024
Summit County	CBOE Hearing Officer - Tax Year 2024
Grand County	CBOE Hearing Officer - Tax Year 2023
Ouray County	CBOE Hearing Officer - Tax Year 2023
Park County	CBOE Hearing Officer - Tax Year 2023
Pitkin County	CBOE Hearing Officer - Tax Year 2023
Routt County	CBOE Hearing Officer - Tax Year 2023
San Miguel County	CBOE Hearing Officer - Tax Year 2023
Summit County	CBOE Hearing Officer - Tax Year 2023

Professional Presentations

April 2023	Vail Board of Realtors – Edwards, CO <i>“2023 – Taxes Are Going Up”</i>
October 2021	Appraisal Institute – Colorado Chapter <i>“Emerging Trends in Alternative Lodging in 2021”</i>
April 2021	IAAO Conference – Chicago, IL <i>“Hotel Condo Rental Income – Intangible or Real Property?”</i>
August 2019	CATA Conference – Breckenridge, CO Expert Panel Member, <i>Commercial Appraiser Forum</i>



Burns Well



Legend

- Ground Water
- County

Location



Notes

585 0 292 585 Feet

1: 3,508

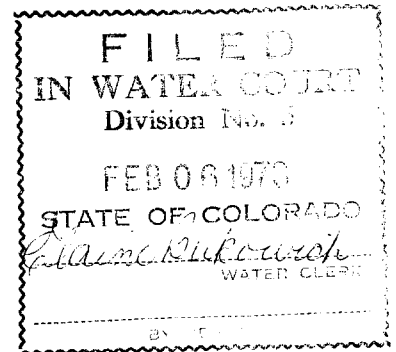


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 10/17/2025 9:37:18 AM

IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. 5
STATE OF COLORADO

CASE NO. W- 1084



IN THE MATTER OF THE)
APPLICATION FOR)
WATER RIGHTS OF ALFRED W. BURNS)
AND DORIS E. BURNS)
IN THE ROARING FORK)
RIVER OR ITS TRIBUTARIES)
TRIBUTARY INVOLVED:)
IN GARFIELD COUNTY)

RULING OF THE REFEREE

ABSOLUTE DECREE FOR
UNDER GROUND WATER RIGHTS

And the Referee having made the investigations required by Article 21 of Chapter 148, C.R.S. 1963, as amended does hereby make the following ruling, to wit:

This application was referred to the Water Referee of Water Division No. 5 on the 12th day of July, 1972.

1. Name of Applicant Alfred W. Burns and Doris E. Burns
Address Box 651, Glenwood Springs, Colorado
2. The name of the structure is Burns Well.
3. The Legal description of the structure is: The well is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, T. 6 S., R. 89 W. of the 6th P.M. at a point whence the Witness Corner to the Northeast Corner of said Section 16 bears: N. 74°10'37" E. 2564.91 feet.
4. The depth of the well is 56 feet.
5. The date of initiation of appropriation is about 1951.
6. The amount of water claimed is 0.0264 cubic foot per second of time.
7. The use of the water is irrigation.
8. The State Engineer's number is none.
9. The Priority date is December 31, 1951.
10. The date of the application was June 29, 1972.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority; subject, however, to all earlier priority rights of others.

It is accordingly ordered that this ruling shall become effective upon filing with the Water Clerk, subject to Judicial review as provided by law.

6th day of FEBRUARY, 1973.
Done at the City of Glenwood Springs, Colorado this

James M. Brown
Water Referee
Water Division No. 5
State of Colorado

No protest was filed in this matter.
The foregoing ruling is confirmed
and approved, and is made the
Judgment and Decree of this court.

Dated: March 16, 1973

Paula H. Brown
Water Judge

Deconstruction and Diversion Agreement

This agreement between the City of Glenwood Springs and the Applicant is included on the list of required agreements for permit issuance in Glenwood Springs. When applicable, this agreement must be signed before a permit may be issued. For residential projects of 1000 square feet or less, the City will note on the permit application that this agreement is not applicable.

This agreement applies to:

- all commercial demolition permits
- all commercial construction permits
- residential demolitions permits for projects larger than 1000 square feet
- residential construction permits for projects larger than 1000 square feet

The Applicant agrees to the following terms:

1. All demolition work shall be completed using deconstruction techniques that allow for separation and recycling of recyclable materials.
2. All recyclable materials in the waste stream from this project will be recycled.
 - a. Recyclable materials that must be separated and recycled include: dirt, rock, concrete, concrete with metal reinforcement (rebar or metal mesh), masonry, cinder block, brick, all metal (pipes, wiring, appliances, sheet metal, and HVAC equipment included), cardboard, paper, organics (brush, yard waste, leaves, food waste), porcelain fixtures (i.e. toilet, sink), electronic waste, mattresses, un-treated and un-painted framing wood, pallets, solar panels, asphalt.
 - b. The following materials are currently not required to be recycled due to a lack of infrastructure in our area: drywall, asphalt roof shingles, painted or stained siding/flooring, plywood (including OSB, particleboard), treated wood, plastic bags, sheet plastic, molded plastic, PVC, vinyl flooring, carpet, styrofoam, windows, doors. The Applicant may recycle these materials if desired, but is not required to.
 - c. Loads of trash intended for landfill disposal will not contain any of the materials listed as recyclable in bullet point 2.a.

- d. The South Canyon Landfill will not accept trash loads from this project that contain recyclable materials listed in bullet point 2.a.
 - e. Hazardous material and asbestos containing material (ACM defined as >1% asbestos) are not included in this agreement, all existing requirements for hazardous material and asbestos disposal remain unchanged.
- 3. Recyclable materials may be recycled through existing programs at the South Canyon Landfill or through any other legitimate recycling service provider; the Applicant may be required to show proof of recycling through weight tickets, invoices, or receipts at any time this permit is active at the request of City staff.
 - a. Failure to provide proof of recycling for recyclable materials will be considered a violation of this agreement.
 - b. The Applicant may request assistance from the Landfill Manager/City Staff in identifying recycling options for specific materials.
 - 4. The Applicant is responsible for ensuring compliance with this agreement for all waste related to the project, including waste produced by any contractors and subcontractors on site.
 - 5. City Staff may inspect any waste containers on the project site and request a description of separation and recycling activities any time during work hours.
 - 6. Failure to comply with any part of this agreement will result in a stop-work order until compliance is achieved. Non-compliance that cannot be remedied, such as disposal of recyclable materials into a landfill, will result in the termination of this permit.

I _____ (name of Applicant) agree to the terms of this agreement for all work related to my project at _____ (address of project).

Signed:

Applicant: _____

Date: _____

City Staff: _____

Date: _____

South Canyon Landfill



Info Sheet: Explanation of the “Unsorted C&D Waste” category and Deconstruction Requirements within the City of Glenwood Springs

Definition of ‘Unsorted C&D Waste’: Any load of construction/demolition waste containing more than 5% by volume divertible materials as estimated visually by landfill staff. Divertible materials include metal, appliances, concrete, dirt, rock, brush, leaves, grass, food waste, pallets, untreated lumber, cardboard, paper, and mattresses.

What this means for commercial haulers

Commercial haulers – please inform your customers of the price difference between sorted and unsorted materials. We recommend printing this page out so that your customer has a list of materials that they should separate from their C&D waste loads *before* having you haul them off. The divertible materials can then be brought to the landfill separately at reduced rates (see below). This provides opportunities for creative business operators to adopt innovative waste sorting services and to advise contractors on how to manage multiple waste streams and multiple containers most effectively to keep disposal costs down for the customer.

What this means for self-haulers

Most self-haulers who use our landfill are already doing this sorting to keep their disposal fees down. Those who continue to sort have even more of a financial incentive to do so.

Please Note! For most building and demolition permits within the City of Glenwood Springs this sorting is now mandatory. The only exception are residential projects that are less than 1000 square feet.

Tipping Fees for Divertible Materials *IF separated so that they are not dumped into the TRASH area:*

Metal = FREE

Leaves/Grass = \$12/ton

Concrete/cinder block = \$40/ton

Food waste = \$12/ton

Crushable Rock/Porcelain/Tile/Grout = \$40/ton

Cardboard/Compostable Paper = \$20/ton

Brush/Pallets/Untreated Wood = \$35/ton

Mattresses = \$15.00 each

Soil = \$25/ton

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: 11/3/2025

Property: 1441 Riverside drive

Seller: Gene L. Smith

Year Built: APPROX 1970

Year Seller Acquired Property: 1988

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Structural		
2	Moisture and/or water		
3	Damage due to termites, other insects, birds, animals, or rodents		
4	Damage due to hail, wind, fire, flood, or other casualty		
5	Cracks, heaving or settling		
6	Exterior wall or window		
7	Exterior Artificial Stucco (EIFS)		
8	Subfloors		
9			
10			

B.	ROOF If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
1	Roof leak	✓	Repaired by Pacific Sheet Co.
2	Damage to roof		
3	Skylight		
4	Gutter or downspout		
5	Other roof problems, issues or concerns		
6			
7			
	ROOF – Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? ☐ YES ☒ NO		
9	Roof work done while under current roof warranty		
10	Roof material: <u>metal</u> Age: <u>5 yR</u>		
11			

2019
yR

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories			
2	Clothes dryer			
3	Clothes washer			
4	Dishwasher			
5	Disposal			
6	Freezer			
7	Gas grill			
8	Hood			
9	Microwave oven			
10	Oven			
11	Range			
12	Refrigerator			
13	T.V. antenna: ☐ Owned ☐ Leased			
14	Satellite system or DSS dish: ☐ Owned ☐ Leased			
15	Trash compactor			
16				
17				

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: ☐ Owned ☐ Leased			
2	Smoke/fire detectors: ☒ Battery ☐ Hardwire			
3	Carbon Monoxide Alarm: ☒ Battery ☐ Hardwire			
4	Light fixtures			
5	Switches & outlets			
6	Telecommunications (T1, fiber, cable, satellite)			

4	Central air conditioning			
3	Window air conditioning units			
2	Evaporative cooler			
1	Heating system			
F.	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
7				
6				
5	Recycle pump			
4	Sump pump(s): # of _____			
3	Elevator			
2	Entry gate system			
1	Overhead doors (including garage doors)			
E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
26				
25	Seller's Internet Provider <u>Pathfinder</u>			
24	Cable/TV provider _____			
23	Electric Provider: <u>City of GWS</u>			
22	Landscape lighting			
21	Electrical Service: Amps _____			
20	220 volt service	yes		in basement/dryer
	Do you know of the following on the Property: Other Information: ELECTRICAL & TELECOMMUNICATIONS -			
19				
18				
17	Electric Wiring or Panel			
17	Wind generators: ☐ Owned ☐ Leased			
16	Solar panels: ☐ Owned ☐ Leased			
15	Aluminum wiring at the outlets (110)			
14	Electrical Service			
	If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
13				
12				
11	In-wall speakers			
10	Intercom/doorbell			
9	Garage door opener and remote control # of remote/openers: _____			
8	Ceiling fans			
7	Inside telephone wiring & blocks/jacks			

16	Pool			
17	Irrigation system			
18				
19				
	WATER – Other Information: Do you know of the following on the Property:			
20	Water heater: Number of <u>1</u> Fuel type <u>PROPANE</u> Capacity <u>50 GAL</u>			
21	Water filter system: ☐ Owned ☐ Leased			
22	Water softener: ☐ Owned ☐ Leased			
23	Master Water Shutoff Location: _____			
24	Well metered			
25	Well Pump: Date of last inspection _____ Date of last service _____			
26	Galvanized pipe			
27	Polybutylene pipe			
28	Well Pump - _____ GPM _____ Date: _____			
29	Cistern water storage _____ gallons			
30	Supplemental water purchased in past 2 years?			
31				

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: ☒ Public ☐ Community ☐ Well ☐ Shared Well ☐ Other ☐ None If the Property is served by a Well, a copy of the Well Permit ☒ Is ☐ Is Not attached. Well Permit #: <u>037054-F</u> Drilling Records ☐ Are ☒ Are Not attached. Shared Well Agreement ☐ Yes ☒ No. The Water Provider for the Property can be contacted at: Name: <u>City of Glenwood Springs</u> Address: <u>101 W 8TH ST GWS.CO 81601</u> Web Site: _____ Phone No.: <u>970-384-6344</u> ☐ There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

I.	SEWER If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Sewage system (including sewer lines)		
2	Lift station (sewage ejector pump)		
3			
4			
	SEWER – Other Information: Do you know of the following on the Property:		

5	Type of sanitary sewer service: ☐ Public ☐ Community ☒ Septic System ☐ None ☐ Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: ☒ Tank ☐ Leach ☐ Lagoon		Permit # 317
6	Sewer service provider:		
7	Sewer line scoped? Date:		
8	If a septic system, date latest Individual Use Permit issued:		
9	If a septic system, date of latest inspection: <u>8/7/1976</u>		
10	If a septic system, date of latest pumping: <u>MARCH 2024</u>		
11	Gray water storage/use		
12			

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage		
2			
3			
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds		
5			

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment		
2	Stains on carpet		
3	Floors		
4			
5			

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		

4	Notice of zoning action related to the Property		
5	Building code, city, or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body		
8	Any additions or alterations made with a Building Permit		
9	Any additions or non-aesthetic alterations made without a Building Permit		
10	Other legal action		
11	Any part of the Property leased to others (written or oral)		
12	Used for short-term rentals in the past year		
13	Grandfathered conditions or uses		
14			
15			

M.	ACCESS & PARKING If you know of any of the following EVER EXISTING check, the "Yes" column:	Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways through the Property used by others		
3	Public highway or county road bordering the Property		
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes, or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

N.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		

8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property		
15	Animals kept in the residence		
16	Other environmental problems, issues or concerns		
17	Odors		
18			
19			

O.	RADON If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.		<i>will be conducted by city GWS</i>
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.		
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.		
4			
5			

P.	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	Comments
1	Property is part of an owners' association		
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following EVER EXISTED , check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
5			
6			

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: _____		
8	Owner's Association #2: _____		
9	Owner's Association #3: _____		
10	Owner's Association #4: _____		

Q.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property		
2	Any property insurance claim submitted (whether paid or not)		
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements		
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
5	Government special improvements approved, but not yet installed, that may become a lien against the Property		
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
8	Property is located in a historic district		UNKNOWN
9			
10			
	GENERAL – Other Information:		
11	Location of Mailbox and No. <u>NO MAIL BOX</u>		
12			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

Seller Gene L. Smith Date 11/3/2025

Packet Page 131

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

1441 Riverside Drive Glenwood Springs Colo. 81601
Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☒ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):
 - ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
 - ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

<u>Gene J. Smith</u>	<u>11/3/2025</u>	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Selling)	Date



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **GW63022267**

Date: **10/30/2025**

Property Address: **1441 RIVERSIDE DRIVE, Glenwood springs, CO 81601**

For Closing Assistance

Jessica Reed
901 GRAND AVENUE, SUITE 202
GLENWOOD SPRINGS, CO
81601
(970) 930-9815 (Work)
(800) 318-8206 (Work Fax)
jreed@ltgc.com
Contact License: CO299243
Company License: CO44565

Closers Assistant

Marisa Bartnik
901 GRAND AVENUE, SUITE 202
GLENWOOD SPRINGS, CO
81601
(970) 930-9812 (Work)
(800) 318-8206 (Work Fax)
mbartnik@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Garfield County Title
Team
901 GRAND AVENUE, SUITE 202
GLENWOOD SPRINGS, CO
81601
(970) 945-2610 (Work)
(970) 945-4784 (Work Fax)
glenwoodresponse@ltgc.com
Company License: CO44565

Buyer/Borrower

Matthew Langhorst
Delivered via: Electronic Mail

Attorney for Buyer

KARP NEU HANLON ATTORNEYS AT LAW
Attention: ANGELIQUE PETTERSON, paralegal
PO BOX 2030
201 14TH ST #200
GLENWOOD SPRINGS, CO 81602
(970) 945-2261 (Work)
(970) 945-7336 (Work Fax)
app@mountainlawfirm.com
Delivered via: Electronic Mail

Seller/Owner

Gene L. Smith
Delivered via: Electronic Mail

Attorney for Buyer

Karl J. Hanlon
Attention: kjh@mountainlawfirm.com
kjh@mountainlawfirm.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: GW63022267

Date: 10/30/2025

Property Address: 1441 RIVERSIDE DRIVE, Glenwood springs, CO 81601

Seller(s): GENE L. SMITH

Buyer(s): CITY OF GLENWOOD SPRINGS, COLORADO

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-01-21	\$2,475.00
Tax Certificate	\$27.00
TOTAL	\$2,502.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Garfield county recorded 06/15/1988 under reception no. 392946](#)

[Garfield county recorded 11/14/1997 under reception no. 516464](#)

[Garfield county recorded 12/04/2007 under reception no. 738541](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GW63022267

Property Address:

1441 RIVERSIDE DRIVE, Glenwood springs, CO 81601

1. Commitment Date:

10/10/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-01-21

\$920,000.00

Proposed Insured:

CITY OF GLENWOOD SPRINGS, COLORADO

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

GENE L. SMITH

5. The Land is described as follows:

A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE INTERSECTION OF THE NORTH LINE OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M. AND THE WESTERLY RIGHT OF WAY LINE OF THE D. & R.G.W. RAILROAD, (ASPEN BRANCH) BEARS N. 14°4' E. 592.7 FEET;

THENCE S. 14°4' W. 200.0 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE N. 80°0' W. 190.0 FEET;

THENCE N. 68°30' W. 36.0 FEET;

THENCE N. 65°0' W. 31.0 FEET;

THENCE N.70°0' W. 252.0 FEET TO THE CENTER OF THE ROARING FORK RIVER;

THENCE ABOUT N. 23°20' E. ABOUT 160.0 FEET ALONG THE CENTER LINE OF SAID RIVER;

THENCE S. 78°12' E. 455.0 FEET TO THE POINT OF BEGINNING.

THERE ARE HEREBY EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING THREE PARCELS:

(1) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN BEGINNING AT A POINT IN THE CENTER OF THE EXISTING ROADWAY S. 38°06' W. 927.18 FEET FROM THE INTERSECTION OF THE CENTER LINE OF PITKIN AVENUE IN THE CITY OF GLENWOOD SPRINGS, COLORADO, PRODUCED S. 1°32' W. 21.87 FEET FROM THE NORTH LINE OF 13TH STREET, IN SAID CITY, TO THE NORTH LINE OF SAID SECTION 16 AND FROM SAID POINT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 AND THE WESTERLY RIGHT OF WAY LINE OF THE D. & R. G. W RAILROAD (ASPEN BRANCH) BEARS N. 18°34' E. 778.06 FEET;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GW63022267

THENCE S. 11°35' W. 21.33 FEET ALONG THE CENTER OF THE ABOVE ROADWAY;
THENCE N. 80°00' W. 129.68 FEET;
THENCE N. 68°30' W. 36.00 FEET;
THENCE N. 65°00' W. 31.00 FEET;
THENCE N. 70°00' W. 225.32 FEET TO THE CENTER OF THE ROARING FORK RIVER;
THENCE N. 23°20' E. 16.24 FEET ALONG THE CENTER LINE OF THE ROARING FORK RIVER;
THENCE S. 69°47' E. 194.25 FEET;
THENCE S. 70°18' E. 63.82 FEET;
THENCE S. 78°43' E. 159.60 FEET TO THE POINT OF BEGINNING.

(2) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO CAESAR J. CHUCK, RECORDED AS DOCUMENT NO. 226621 IN BOOK 360 AT PAGE [127](#) OF THE RECORDS OF GARFIELD COUNTY.

(3) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO DARWIN V. RAYMOND AND EILEEN A. RAYMOND RECORDED AS DOCUMENT NO. 226671 IN BOOK 360 AT PAGE [187](#) OF THE RECORDS OF GARFIELD COUNTY.

COUNTY OF GARFIELD

STATE OF COLORADO

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: GW63022267

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. CERTIFIED COPY OF RESOLUTION OF THE GOVERNING CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO (AUTHORIZING THE PURCHASE OF THE SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS) AND RECITING THAT THE CITY COUNCIL HAS BEEN DULY AUTHORIZED IN THE PREMISES BY THE CITY OF GLENWOOD SPRINGS, COLORADO. SAID RESOLUTION MUST BE PROPERLY CERTIFIED BY AN OFFICER OF THE CITY COUNCIL. SAID RESOLUTION MUST BE SUBMITTED TO AND APPROVED BY LAND TITLE GUARANTEE COMPANY BUT NEED NOT BE RECORDED.
2. WARRANTY DEED FROM GENE L. SMITH TO CITY OF GLENWOOD SPRINGS, COLORADO CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GW63022267

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 28, 1888, UNDER RECEPTION NO. [6573](#).
9. EASEMENTS AND RIGHTS OF WAY FOR ROADWAY AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 25, 1905 IN BOOK 64 AT PAGE 284, AS IT MAY AFFECT SUBJECT PROPERTY.
10. RIGHT OF WAY EASEMENT AS GRANTED TO A. F. SOMMER IN INSTRUMENT RECORDED OCTOBER 02, 1911, UNDER RECEPTION NO. [42717](#).
11. TERMS, CONDITIONS AND PROVISIONS OF PROPORTIONATE INTEREST IN AND TO THE PRIVATELY OWNED PIPELINE. RECORDED NOVEMBER 18, 1948 UNDER RECEPTION NO. [166495](#).
12. EASEMENTS AND RIGHTS OF WAY AS RESERVED IN INSTRUMENT RECORDED AUGUST 17, 1964 IN BOOK 360 AT PAGE [127](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO CAESAR J. CHUC IN INSTRUMENT RECORDED JANUARY 27, 1970, IN BOOK 407 AT PAGE [320](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 18 SERIES OF 1983 RECORDED JULY 29, 1983 IN BOOK 631 AT PAGE [870](#).
15. TERMS, CONDITIONS AND PROVISIONS OF FINAL ORDER RECORDED DECEMBER 06, 1983 IN BOOK 639 AT PAGE [957](#).
16. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF GLENWOOD SPRINGS, COLORADO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 03, 1987, IN BOOK 708 AT PAGE [899](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GW63022267

17. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



ENVIRONMENTAL INC

PO Box 2043
Glenwood Springs, CO 81602
josh@elementconsults.com
(970) 274-3139

Asbestos Sampling Report

Date: 11/10/2025

Date of Inspection: 10/31/2025

Client:

City of Glenwood Springs

Attn:

Matt Langhorst

Building Inspector:

Joshua Johnson

CDPHE #18401

Property Address

1441 Riverside Drive
Glenwood Springs, CO 81601

Element Environmental Project#:

Glenwood 103125 Riverside

Client Job Name

Riverside Drive

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2.0	- Sampling Requirements
3.0	- Sampling Methodology
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7.0	- Description of Sampling Area
8.0	- Conclusion
9.0	- Lab Report
10.0	- Certificates

Asbestos Samples Analyzed: 40

Positive Asbestos Samples: 4

1.0- This was an inspection for suspect ACM (Asbestos Containing Material) for a complete demolition. Element Environmental conducted an inspection for materials that would be impacted during the demolition. This inspection was a full inspection for demolition of the mobile home. If other suspect materials become visible/apparent during demolition or construction activities, work in that area should be halted and more sampling/testing must take place, per Colorado regulations. Any suspect materials that were not tested are to be assumed to contain asbestos.

2.0- A limited bulk sampling of from all suspect materials was conducted in accordance with Colorado State Requirements. The minimum number of samples per homogenous areas are as follows:

2.1- Surfacing Materials-	<1,000 sq.ft.-	Minimum of 3 samples
	1,000 sq.ft.- 5,000sq.ft.-	Minimum of 5 samples
	>5,000 sq.ft.	Minimum of 7 samples

2.2- Miscellaneous materials-	Minimum of 2 samples
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2.3- Thermal Systems Insulation (TSI)-	Minimum of 3 samples
--	----------------------

3.0- The purpose of the inspection is to identify materials that are homogenous. A homogeneous area is defined as one which shares suspect material, texture, color, location, and/or apparent time of construction. The materials are touched to determine friability. Friable ACM is material that can be crushed or reduced to powder by hand pressure. The friable materials are segregated into separate homogenous areas. The size of the sampling area is determined. Samples are taken according to a random numerical sequence of the subareas, following guidelines per the EPA Pink Book: Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials.

4.0- Josh Johnson, a Colorado Department of Public Health & Environment certified building inspector, certification number: 18401, performed the inspection. Samples taken were sent to CEI Labs in Cary, North Carolina. The samples were analyzed by PLM (Polarized Light Microscopy) analysis. Per the CDPHE Regulation any sample that is found by a lab to be trace, or <1% asbestos, is considered to be ACM material. This material would still be a regulated material by CDPHE. The sample must have an additional “point count” performed to be considered less than 1% and not be regulated by the CDPHE. The lab’s documents with analyses and findings are found below.

5.0- SUSPECT MATERIALS SAMPLES

- Texture
- Tape
- Joint Compound
- Drywall
- Sheet Vinyl and Mastic
- VAT Tile and Mastic
- Tile Grout
- Carpet and Pad
- Roof Sealant
- Concrete Sealant

6.0- TABLE OF RESULTS

HOMOGENOUS AREA	DESCRIPTION OF AREA	ACM CATEGORY	NUMBER OF SAMPLES	APPROXIMATE SQ.FT. *	ACM ASSESSMENT CATEGORIES	% AND TYPE OF ASBESTOS FOUND
(A)	Roll Texture	Surfacing	3	~900 sq.ft.	Friable Non-ACM	No Asbestos Detected
(B)	Drywall System	Miscellaneous	2	~900 sq.ft.,,,	Friable Non-ACM	No Asbestos Detected
(C)	Smooth Texture	Surfacing	3	~600 sq.ft.	Friable Non-ACM	No Asbestos Detected
(D)	Drywall System	Miscellaneous	2	~600 sq.ft.,,,	Friable Non-ACM	No Asbestos Detected
(E)	Sheet Vinyl and Mastic in Kitchen	Miscellaneous	2	~100 sq.ft.	Friable Non-ACM	No Asbestos Detected
(F)	Sheet Vinyl and Mastic in Living Room	Miscellaneous	2	~100 sq.ft.	Friable Non-ACM	No Asbestos Detected
(G)	Sheet Vinyl and Mastic in Bedroom	Miscellaneous	2	~60 sq.ft.	Friable Non-ACM	No Asbestos Detected
(H)	9 x 9 Vinyl Tile and Mastic In Living Room	Miscellaneous	2	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(I)	12 x 12 Vinyl Tile and Mastic In Kitchen	Miscellaneous	2	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(J)	Carpet	Miscellaneous	3	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(K)	Carpet Pad	Miscellaneous	3	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(L)	Tile Grout	Miscellaneous	2	~300 sq.ft.	Friable Non-ACM	No Asbestos Detected



ENVIRONMENTAL INC.

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970.274.3139 www.elementconsults.com

ASBESTOS LEAD ENVIRONMENTAL

(M)	Tile Grout	Miscellaneous	2	~300 sq.ft.	Friable Non-ACM	No Asbestos Detected
(N)	Tile Grout	Miscellaneous	2	~300 sq.ft.	Friable Non-ACM	No Asbestos Detected
(O)	Roof Sealer	Miscellaneous	2	~300 sq.ft.	Other – Non-Friable ACM with potential for damage	3% Chrysotile in 2 of 2 Samples
(P)	Roof Sealer	Miscellaneous	2	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(Q)	Stucco	Miscellaneous	2	~300 sq.ft.	Non-Friable Non-ACM	No Asbestos Detected
(R)	Concrete Sealer	Miscellaneous	2	~300 sq.ft.	Other – Non-Friable ACM with potential for damage	10% Chrysotile in 2 of 2 Samples

Key:

ACM Assessment Categories:

- 1- Damaged or significantly damaged Thermal Systems Insulation (TSI) ACM
- 2- Damaged friable surfacing ACM
- 3- Significantly damaged friable Surfacing ACM
- 4- Damaged or significantly damaged friable Miscellaneous ACM
- 5- ACM with potential for damage

- 6- ACM with potential for significant damage
- 7- Friable ACM with low potential for damage
- Other- ACM not classified in the above Assessment Categories
- N/A- Not Applicable

* Square footage is estimated and not for bidding purposes

7.0- DESCRIPTION OF SAMPLING AREA

- Roll Texture
- Drywall System of Roll Texture
- Smooth Texture
- Drywall System of Smooth Texture
- Tile Grout in bathrooms and kitchen
- Carpet and Pad on both levels
- Sheet Vinyl and Mastic
- Vinyl Tile and Mastic
- Roof Sealer
- Stucco
- Concrete Tar Sealer

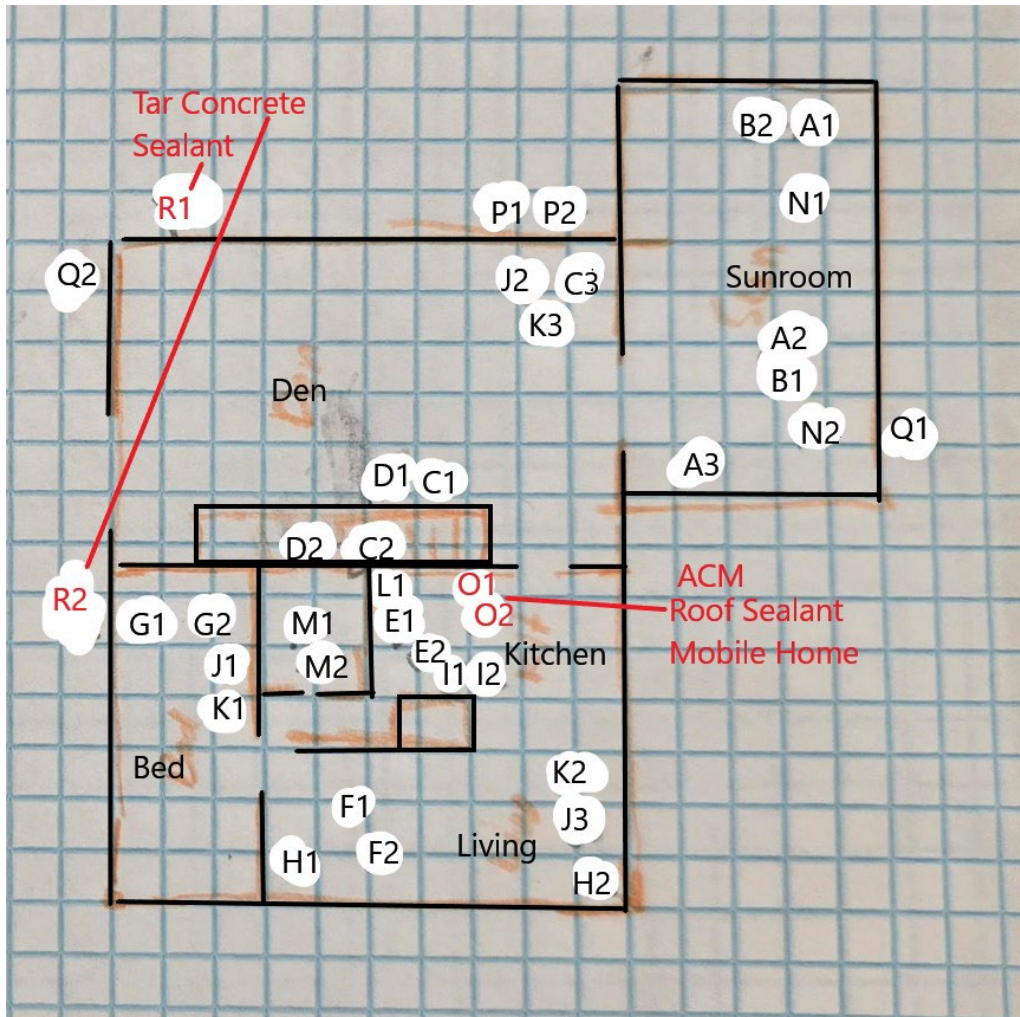


po box 2043, glenwood springs, co 81507
970.274.3139 www.elementconsults.com

Project # Glenwood 103125 Riverside

ASBESTOS LEAD ENVIRONMENTAL

Sampling Locations



NTS

8.0- CONCLUSION

The samples on the Table of Results in **Black** did not contain asbestos.

The samples on the Table of Results in **Red** contain asbestos:

- The roof sealant paint
- The concrete tar sealant

These materials are considered non-friable. If the tar and roof sealant will be rendered friable by mechanical means, then the removal of it is regulated by the CDPHE. If not, then the removal of it is regulated by OSHA. You must consult your landfill to see if they will accept it and how it must be prepared. It may need to be segregated from the other materials so that the landfill may accept it. Element Environmental recommends that an abatement contractor remove these materials to ensure that the workers are trained and that the materials are handled correctly. All work performed **MUST** follow all EPA and OSHA regulations to protect the general public, the client, and the workers.

Any additional materials that may be discovered during demolition must be assumed to be asbestos until they are tested. This asbestos inspection report documents the conditions observed and the materials sampled at the time of the inspection. The findings are based on a visual assessment and representative sampling of accessible materials within the inspected areas. While every reasonable effort has been made to identify suspect asbestos-containing materials (ACMs), this report is inherently limited to the specific locations, scope of work, and materials tested. It does not account for hidden, inaccessible, or untested materials, which may still contain asbestos.

It is important to recognize that this report should not be considered a comprehensive certification that all ACMs have been identified. Variations in building materials, prior undocumented modifications, and concealed materials may result in the presence of asbestos in areas that were not subject to sampling. If additional suspect materials are encountered during future renovations, demolitions, or maintenance activities, further testing should be conducted before disturbance to ensure compliance with applicable local, state, and federal asbestos regulations.

The information provided in this report is based on the best professional judgment and industry standards available at the time of the inspection. Asbestos-containing materials can pose a health risk if disturbed; therefore, proper precautions should always be taken when handling or working near suspect materials.

Sincerely,
Josh Johnson




po box 2043, glenwood springs, co 81507
970.274.3139 www.elementconsults.com

ASBESTOS LEAD ENVIRONMENTAL

9.0- LAB REPORT

 Built Environment Testing	
ASBESTOS ANALYTICAL REPORT By: Polarized Light Microscopy	
Prepared for Element Environmental LLC	
CLIENT PROJECT:	Glenwood 103125 Riverside, Glenwood 103125 Riverside
LAB CODE:	702999-1
TEST METHOD:	EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763
REPORT DATE:	11/10/25
TOTAL SAMPLES ANALYZED:	42
# SAMPLES >1% ASBESTOS:	4
TOTAL LAYERS ANALYZED:	46

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Built Environment Testing

Asbestos Report Summary

By: Polarized Light Microscopy

Project:
Glenwood 103125 Riverside, Glenwood 103125 Riverside

Lab Code: 702999-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
1441 A1	3857427		White texture	None Detected
1441 A2	3857428		White texture	None Detected
1441 A3	3857429		White texture	None Detected
1441 B1	3857430	Layer A	White mud	None Detected
		Layer B	White drywall	None Detected
		Composite (Composited Layers: A, B)		0%
1441 B2	3857431	Layer A	White mud	None Detected
		Layer B	White drywall	None Detected
		Composite (Composited Layers: A, B)		0%
1441 C1	3857432		White texture	None Detected
1441 C2	3857433		White texture	None Detected
1441 C3	3857434		White texture	None Detected
1441 D1	3857435	Layer A	White mud	None Detected
		Layer B	White drywall	None Detected
		Composite (Composited Layers: A, B)		0%
1441 D2	3857436	Layer A	White mud	None Detected
		Layer B	White drywall	None Detected
		Composite (Composited Layers: A, B)		0%
1441 E1	3857437		Red sheet vinyl	None Detected
1441 E2	3857438		Red sheet vinyl	None Detected
1441 F1	3857439		Green/tan sheet vinyl	None Detected
1441 F2	3857440		Green/tan sheet vinyl	None Detected
1441 G1	3857441		White/gold sheet vinyl	None Detected
1441 G2	3857442		White/gold sheet vinyl	None Detected
1441 H1	3857443		White tile	None Detected
1441 H2	3857444		White tile	None Detected

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

Asbestos Report Summary

By: Polarized Light Microscopy

Project:
Glenwood 103125 Riverside, Glenwood 103125 Riverside

Lab Code: 702999-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
1441 I1	3857445		Black tile	None Detected
1441 I1 (2)	3871558		Yellow mastic	None Detected
1441 I2	3857446		Cream tile	None Detected
1441 I2 (2)	3871560		Yellow mastic	None Detected
1441 J1	3857447		Tan carpet	None Detected
1441 J2	3857448		Tan carpet	None Detected
1441 J3	3857449		Tan carpet	None Detected
1441 K1	3857450		Yellow foam	None Detected
1441 K2	3857451		Blue foam	None Detected
1441 K3	3857452		Yellow foam	None Detected
1441 L1	3857453		White grout	None Detected
1441 L2	3857454		White grout	None Detected
1441 M1	3857455		Gray grout	None Detected
1441 M2	3857456		Gray grout	None Detected
1441 N1	3857457		Gray grout	None Detected
1441 N2	3857458		Gray grout	None Detected
1441 O1	3857459		Silver roofing sealant	Chrysotile 3%
1441 O2	3857460		Silver roofing sealant	Chrysotile 3%
1441 P1	3857461		Black roofing sealant	None Detected
1441 P2	3857462		Black roofing sealant	None Detected
1441 Q1	3857463		Brown/gray stucco	None Detected
1441 Q2	3857464		Brown/gray stucco	None Detected
1441 R1	3857465		Black sealant	Chrysotile 10%
1441 R2	3857466		Black sealant	Chrysotile 10%

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Project # Glenwood 103125 Riverside

ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
1441 A1 3857427	Texture	Heterogeneous		10%	Paint	None Detected	
		White		40%	Binder		
		Non-Fibrous		50%	Calc Carb		
		Bound					
1441 A2 3857428	Texture	Heterogeneous		10%	Paint	None Detected	
		White		40%	Binder		
		Non-Fibrous		50%	Calc Carb		
		Bound					
1441 A3 3857429	Texture	Heterogeneous		10%	Paint	None Detected	
		White		40%	Binder		
		Non-Fibrous		50%	Calc Carb		
		Bound					
1441 B1 Layer A 3857430	Mud	Heterogeneous		5%	Paint	None Detected	
		White		40%	Binder		
		Non-Fibrous		55%	Calc Carb		
		Bound					
Layer B 3857430	Drywall	Homogeneous	10%	Cellulose	90%	Gypsum	None Detected
		White					
		Non-Fibrous					
		Bound					
Composite (Composited Layers: A, B)							0%
1441 B2 Layer A 3857431	Mud	Heterogeneous		5%	Paint	None Detected	
		White		40%	Binder		
		Non-Fibrous		55%	Calc Carb		
		Bound					
Layer B 3857431	Drywall	Homogeneous	10%	Cellulose	90%	Gypsum	None Detected
		White					
		Non-Fibrous					
		Bound					
Composite (Composited Layers: A, B)							0%

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
1441 C1 3857432	Texture	Heterogeneous			10%	Paint	None Detected
		White			40%	Binder	
		Non-Fibrous			50%	Calc Carb	
		Bound					
1441 C2 3857433	Texture	Heterogeneous			10%	Paint	None Detected
		White			40%	Binder	
		Non-Fibrous			50%	Calc Carb	
		Bound					
1441 C3 3857434	Texture	Heterogeneous			10%	Paint	None Detected
		White			40%	Binder	
		Non-Fibrous			50%	Calc Carb	
		Bound					
1441 D1 Layer A 3857435	Mud	Heterogeneous			5%	Paint	None Detected
		White			40%	Binder	
		Non-Fibrous			55%	Calc Carb	
		Bound					
Layer B 3857435	Drywall	Homogeneous	10%	Cellulose	90%	Gypsum	None Detected
		White					
		Non-Fibrous					
		Bound					
Composite (Composited Layers: A, B)							0%
1441 D2 Layer A 3857436	Mud	Heterogeneous			5%	Paint	None Detected
		White			40%	Binder	
		Non-Fibrous			55%	Calc Carb	
		Bound					
Layer B 3857436	Drywall	Homogeneous	10%	Cellulose	90%	Gypsum	None Detected
		White					
		Non-Fibrous					
		Bound					
Composite (Composited Layers: A, B)							0%

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous		Non-Fibrous	
1441 E1 3857437	Sheet Vinyl	Heterogeneous Red Fibrous Bound	40%	Cellulose	50% 10%	Vinyl Binder None Detected
1441 E2 3857438	Sheet Vinyl	Heterogeneous Red Fibrous Bound	40%	Cellulose	50% 10%	Vinyl Binder None Detected
1441 F1 3857439	Sheet Vinyl	Heterogeneous Green/tan Fibrous Bound	40%	Cellulose	50% 10%	Vinyl Binder None Detected
1441 F2 3857440	Sheet Vinyl	Heterogeneous Green/tan Fibrous Bound	40%	Cellulose	50% 10%	Vinyl Binder None Detected
1441 G1 3857441	Sheet Vinyl	Heterogeneous White/gold Fibrous Bound	50%	Cellulose	35% 15%	Vinyl Tar None Detected
1441 G2 3857442	Sheet Vinyl	Heterogeneous White/gold Fibrous Bound	50%	Cellulose	35% 15%	Vinyl Tar None Detected
1441 H1 3857443	Tile	Heterogeneous White Fibrous Bound	50%	Cellulose	35% 15%	Vinyl Tar None Detected

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Project # Glenwood 103125 Riverside

ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1441 H2 3857444	Tile	Heterogeneous White Fibrous Bound	50%	Cellulose	35% 15%	Vinyl Tar	None Detected
1441 I1 3857445	Tile	Homogeneous Black Non-Fibrous Bound			100%	Vinyl	None Detected
1441 I1 (2) 3871558	Mastic	Homogeneous Yellow Non-Fibrous Bound			100%	Mastic	None Detected
1441 I2 3857446	Tile	Homogeneous Cream Non-Fibrous Bound			100%	Vinyl	None Detected
1441 I2 (2) 3871560	Mastic	Homogeneous Yellow Non-Fibrous Bound			100%	Mastic	None Detected
1441 J1 3857447	Carpet	Heterogeneous Tan Fibrous Loosely Bound	90%	Synthetics	10%	Binder	None Detected
1441 J2 3857448	Carpet	Heterogeneous Tan Fibrous Loosely Bound	90%	Synthetics	10%	Binder	None Detected

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1441 J3 3857449	Carpet	Heterogeneous Tan Fibrous Loosely Bound	90%	Synthetics	10%	Binder	None Detected
1441 K1 3857450	Foam	Homogeneous Yellow Non-Fibrous Bound			100%	Foam	None Detected
1441 K2 3857451	Foam	Homogeneous Blue Non-Fibrous Bound			100%	Foam	None Detected
1441 K3 3857452	Foam	Homogeneous Yellow Non-Fibrous Bound			100%	Foam	None Detected
1441 L1 3857453	Grout	Homogeneous White Non-Fibrous Bound			50% 50%	Binder Calc Carb	None Detected
1441 L2 3857454	Grout	Homogeneous White Non-Fibrous Bound			50% 50%	Binder Calc Carb	None Detected
1441 M1 3857455	Grout	Homogeneous Gray Non-Fibrous Tightly Bound			60% 40%	Binder Silica	None Detected

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
1441 M2 3857456	Grout	Homogeneous		60%	Binder	None Detected
		Gray		40%	Silica	
		Non-Fibrous				
		Tightly Bound				
1441 N1 3857457	Grout	Homogeneous		60%	Binder	None Detected
		Gray		40%	Silica	
		Non-Fibrous				
		Tightly Bound				
1441 N2 3857458	Grout	Homogeneous		60%	Binder	None Detected
		Gray		40%	Silica	
		Non-Fibrous				
		Tightly Bound				
1441 O1 3857459	Roofing Sealant	Homogeneous		97%	Paint	Chrysotile 3%
		Silver				
		Non-Fibrous				
		Bound				
1441 O2 3857460	Roofing Sealant	Homogeneous		97%	Paint	Chrysotile 3%
		Silver				
		Non-Fibrous				
		Bound				
1441 P1 3857461	Roofing Sealant	Homogeneous	15%	Cellulose	85%	None Detected
		Black			Tar	
		Fibrous				
		Bound				
1441 P2 3857462	Roofing Sealant	Homogeneous	15%	Cellulose	85%	None Detected
		Black			Tar	
		Fibrous				
		Bound				

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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Element Environmental LLC
2314 Stone Creek Court
Grand Junction, CO 81601

Lab Code: 702999-1
Date Received: 11/05/25
Date Analyzed: 11/10/25
Date Reported: 11/10/25

Project: Glenwood 103125 Riverside, Glenwood 103125 Riverside

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
1441 Q1 3857463	Stucco	Heterogeneous	5%	Glass	35%	Binder	None Detected
		Brown/gray			45%	Silica	
		Non-Fibrous			15%	Foam	
		Bound					
1441 Q2 3857464	Stucco	Heterogeneous	5%	Glass	35%	Binder	None Detected
		Brown/gray			45%	Silica	
		Non-Fibrous			15%	Foam	
		Bound					
1441 R1 3857465	Sealant	Homogeneous			90%	Tar	Chrysotile 10%
		Black					
		Non-Fibrous					
		Bound					
1441 R2 3857466	Sealant	Homogeneous			90%	Tar	Chrysotile 10%
		Black					
		Non-Fibrous					
		Bound					



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ASBESTOS LEAD ENVIRONMENTAL



Built Environment Testing

LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

REPORTING LIMIT: 1% by calibrated visual estimation

REGULATORY LIMIT: 1%

Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

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Information provided by customer includes customer sample ID and sample description.


 Greg Ruff
 Analyst

DATA QA:



Samantha Webster
 11/10/2025

APPROVED BY:



Kamila Reichert,
 Laboratory Director

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ASBESTOS LEAD ENVIRONMENTAL

ASBESTOS SAMPLING FORM



COMPANY CONTACT INFORMATION	
Company: Element Environmental	Job Contact: Josh Johnson
Project Name: <i>Glenwood 103125 Riverside</i>	
Project ID #:	Tel: 970-274-3139

SAMPLE ID#	DESCRIPTION / LOCATION	TEST	
		☐ PLM	☐ TEM
1441 A1	Roll Texture	☒	☐
A2	"	☐	☐
A3	"	☐	☐
B1	Daywall System	☐	☐
B2	"	☐	☐
C1	Smooth Texture	☐	☐
C2	"	☐	☐
C3	"	☐	☐
D1	Daywall System	☐	☐
D2	"	☐	☐
E1	Sheet Vinyl	☐	☐
E2	"	☐	☐
F1	"	☐	☐
F2	"	☐	☐
G1	"	☐	☐
G2	"	☐	☐
H1	9x9 tile	☐	☐
H2	"	☐	☐
I1	12x12 tile	☐	☐
I2	"	☐	☐
J1	Carpet	☐	☐
J2	"	☐	☐
J3	"	☐	☐
K1	Carpet Pad	☐	☐
K2	"	☐	☐
K3	"	☐	☐
L1	Tile Grout	☒	☐
L2	"	☐	☐

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Customer COC Page 2

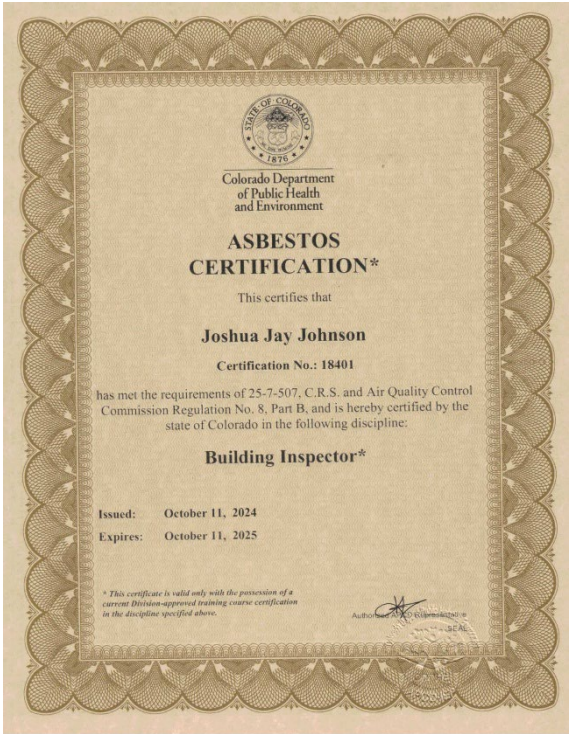


Project # Glenwood 103125 Riverside

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ASBESTOS LEAD ENVIRONMENTAL

10.0- CERTIFICATES



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ASBESTOS LEAD ENVIRONMENTAL

Element Environmental
(970) 274-3139
josh@elementconsults.com



PO Box 2043
Glenwood Springs, CO 81602
www.elementconsults.com

Lead-Based Paint XRF Test Cover Sheet

Job Name: City of GWS 103125 Riverside

Test Location: 1441 Riverside Dr., Glenwood Springs, CO 81601

Date of Test: 10/31/2025

Inspector license number: 29464

Scope of Work: This was a lead-based paint inspection for demolition of the house. It was a Lead-Based Paint (LBP) inspection of the interior and exterior painted surfaces.

Results:

***The Samples in Black on the Table of Results did not contain lead-based paint.
No Lead Based Paint was detected in any of the samples taken.***

This inspection report is only valid for components listed in the report.

For a detailed list of the results see the chart below.

Retain these records for a minimum of 3 years or as required by law.

**Lead Based Paint Inspection Performed at
1441 Riverside Dr., Glenwood Springs, CO 81601**

Reading #	mg/cm2	Result	Date	Time	User	Job	Location	Room	Component	Description	Substrate	Side	Floor	Condition
3343	1	Positive	10/31/2025	14:57:46	23670	1441 Riverside	Calibration		No Selection		Wood			Intact
3344	1.1	Positive	10/31/2025	14:58:14	23670	1441 Riverside	Calibration		No Selection		Wood			Intact
3345	1.1	Positive	10/31/2025	14:58:42	23670	1441 Riverside	Calibration		No Selection		Wood			Intact
3346	0	Negative	10/31/2025	14:59:42	23670	1441 Riverside	Interior	Sunroom	Door	--	Wood	A	First	Intact
3347	0.1	Negative	10/31/2025	15:00:00	23670	1441 Riverside	Interior	Sunroom	Door	Trim	Wood	A	First	Intact
3348	0.1	Negative	10/31/2025	15:00:23	23670	1441 Riverside	Interior	Sunroom	Window	Trim	Wood	A	First	Intact
3349	0	Negative	10/31/2025	15:00:46	23670	1441 Riverside	Interior	Sunroom	Window	Sill	Wood	A	First	Intact
3350	0	Negative	10/31/2025	15:01:08	23670	1441 Riverside	Interior	Sunroom	Window	Sill	Wood	B	First	Intact
3351	0	Negative	10/31/2025	15:01:27	23670	1441 Riverside	Interior	Sunroom	Window	Jamb	Wood	B	First	Intact
3352	0.1	Negative	10/31/2025	15:01:57	23670	1441 Riverside	Interior	Sunroom	Wall		Drywall	B	First	Intact
3353	0	Negative	10/31/2025	15:02:19	23670	1441 Riverside	Interior	Sunroom	Wall		Drywall	C	First	Intact
3354	0.1	Negative	10/31/2025	15:02:41	23670	1441 Riverside	Interior	Sunroom	Wall		Drywall	D	First	Intact
3355	0.1	Negative	10/31/2025	15:03:33	23670	1441 Riverside	Interior	Family Room	Wall		Wood	D	First	Intact
3356	0.1	Negative	10/31/2025	15:03:55	23670	1441 Riverside	Interior	Family Room	Wall		Wood	A	First	Intact
3357	0	Negative	10/31/2025	15:04:18	23670	1441 Riverside	Interior	Family Room	Wall		Wood	B	First	Intact
3358	0.1	Negative	10/31/2025	15:04:41	23670	1441 Riverside	Interior	Family Room	Wall		Wood	B	First	Intact
3359	0	Negative	10/31/2025	15:05:19	23670	1441 Riverside	Interior	Family Room	Window	Sill	Wood	C	First	Intact
3360	0	Negative	10/31/2025	15:05:43	23670	1441 Riverside	Interior	Family Room	Window	Jamb	Wood	C	First	Intact
3361	0.1	Negative	10/31/2025	15:07:38	23670	1441 Riverside	Interior	Kitchen	Cabinet		Wood	D	First	Intact
3362	0.1	Negative	10/31/2025	15:09:26	23670	1441 Riverside	Interior	Kitchen	Cabinet		Wood	B	First	Intact
3363	0	Negative	10/31/2025	15:09:52	23670	1441 Riverside	Interior	Kitchen	Ceiling		Wood	B	First	Intact
3364	0	Negative	10/31/2025	15:10:15	23670	1441 Riverside	Interior	Living Room	Ceiling		Wood	B	First	Intact
3365	0.2	Negative	10/31/2025	15:10:42	23670	1441 Riverside	Interior	Living Room	Wall		Wood	A	First	Intact
3366	0.1	Negative	10/31/2025	15:11:02	23670	1441 Riverside	Interior	Living Room	Wall		Wood	B	First	Intact
3367	0.1	Negative	10/31/2025	15:11:30	23670	1441 Riverside	Interior	Bedroom 1	Wall		Wood	B	First	Intact
3368	0.1	Negative	10/31/2025	15:11:50	23670	1441 Riverside	Interior	Bedroom 1	Wall		Wood	C	First	Intact
3369	0.1	Negative	10/31/2025	15:12:16	23670	1441 Riverside	Interior	Bedroom 1	Cabinet		Wood	A	First	Intact
3370	0.1	Negative	10/31/2025	15:12:44	23670	1441 Riverside	Interior	Bedroom 1	Window	Trim	Wood	A	First	Intact
3371	0.1	Negative	10/31/2025	15:13:05	23670	1441 Riverside	Interior	Bedroom 1	Window	Jamb	Wood	A	First	Intact
3372	0.1	Negative	10/31/2025	15:13:25	23670	1441 Riverside	Interior	Bedroom 1	Window	Jamb	Wood	C	First	Intact
3373	0	Negative	10/31/2025	15:13:46	23670	1441 Riverside	Interior	Bedroom 1	Window	Trim	Wood	C	First	Intact
3374	0	Negative	10/31/2025	15:14:28	23670	1441 Riverside	Interior	Bathroom 1	Ceiling		Wood	C	First	Intact
3375	0	Negative	10/31/2025	15:14:54	23670	1441 Riverside	Interior	Bathroom 1	Cabinet		Wood	B	First	Intact
3376	0.1	Negative	10/31/2025	15:15:28	23670	1441 Riverside	Interior	Bathroom 1	Door		Wood	B	First	Intact
3377	0.1	Negative	10/31/2025	15:16:33	23670	1441 Riverside	Exterior	Sunroom	Door	--	Wood	A	First	Intact
3378	0.1	Negative	10/31/2025	15:17:01	23670	1441 Riverside	Exterior	Sunroom	Window	Trim	Wood	A	First	Intact
3379	0.1	Negative	10/31/2025	15:17:25	23670	1441 Riverside	Exterior	Sunroom	Fascia		Wood	A	First	Intact
3380	0.1	Negative	10/31/2025	15:17:48	23670	1441 Riverside	Exterior	Sunroom	Soffit		Wood	A	First	Intact
3381	0.1	Negative	10/31/2025	15:18:37	23670	1441 Riverside	Exterior	Sunroom	Window		Wood	D	First	Intact
3382	0	Negative	10/31/2025	15:19:38	23670	1441 Riverside	Exterior	Living Room	Fascia		Wood	D	First	Intact
3383	0.1	Negative	10/31/2025	15:20:12	23670	1441 Riverside	Exterior	Living Room	Soffit		Wood	B	First	Intact
3384	0.1	Negative	10/31/2025	15:21:09	23670	1441 Riverside	Exterior	Stairwell	Stair	Post	Wood	B	First	Intact
3385	0	Negative	10/31/2025	15:21:29	23670	1441 Riverside	Exterior	Stairwell	Stair	Rail	Wood	B	First	Intact
3386	1	Positive	10/31/2025	15:22:57	23670	1441 Riverside	Calibration		No Selection		Wood			Intact
3387	1	Positive	10/31/2025	15:23:25	23670	1441 Riverside	Calibration		No Selection		Wood			Intact
3388	1.1	Positive	10/31/2025	15:23:52	23670	1441 Riverside	Calibration		No Selection		Wood			Intact

Retain these records for a minimum of 3 years or as required by law.

XRF Analysis

The instrument used for this Lead Paint Inspection was an X-ray fluorescence unit (XRF) manufactured by **the Heuresis Corporation serial number 1583**.

HOW TO INTERPRET XRF READINGS:

There are fifteen columns in the XRF table. The interpretation of each column is as follows:

Column 1 – Reading Number (#): This is the reading number on the instrument.

Column 2— Units: The way the instrument correlates the data. Most often mg/cm²

Column 3 Results: The result of the assay

Column 4— Date: This is the date the reading was taken.

Column 5— Time: This is the time the reading was taken.

Column 6 — User: The certificate number of the inspector performing the lead test.

Column 7 — Job: The physical address of the job site.

Column 8 — Location: Interior, Exterior, or Calibration. This column simply states if the assay was taken on the interior or the exterior of the site. Additionally, this column can list **Calibration**. The XRF must be calibrated before inspection and at the end of the inspection. The XRF also needs to be calibrated every 4 hours if the inspection time exceeds 4 hours.

Column 9 — Room: This column identifies the room where assay was taken. This column may be represented by a - - if the reading was taken on the exterior of a building and the room was unspecified.

Column 10 — Component: This column identifies the surface that was tested. Some examples are door, door trim, wall, ceiling, window, etc.

Retain these records for a minimum of 3 years or as required by law.

Column 11— Description: This column identifies an associated part of the components, *e.g. sash* to describe the sash of a window. This column may be represented by an -- if the reading was taken on a specific component, *e.g. a wall will not have an associated part*.

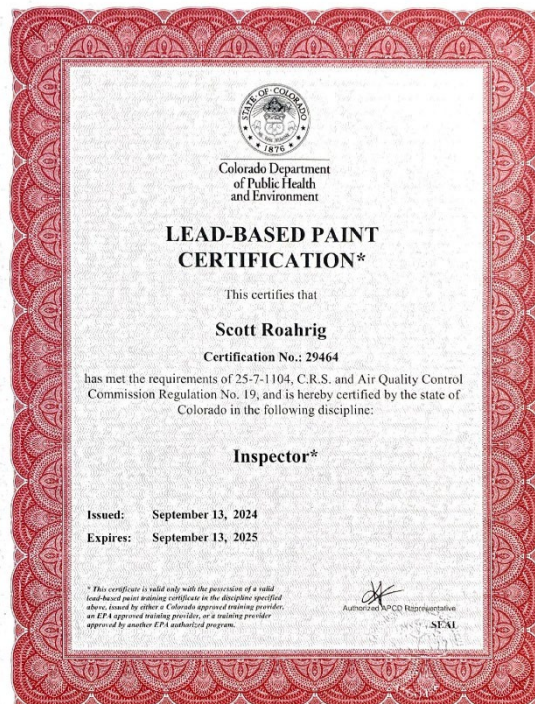
Column 12 — Substrate: This column defines what material the paint was applied to. Substrates are most commonly plaster, drywall or wood but could be other material such as metal, vinyl, or stucco.

Column 13 — Side: This column determines where the component being tested is located in the room. Side A is usually the *street side* of the building. Then, going in a clockwise direction, the adjacent sides are labeled B, C and D. Sides A, B, C and D are identified on the Floor Plan where applicable. For example, if you were standing in a bedroom that had two windows on different walls these windows would be identified by the side location such as Window Side A and Window Side B.

Column 14 — Floor: This simply corresponds to the floor of the building.

Column 15 — Condition: This column identifies the condition of the paint on the surface being tested. The terms “intact, poor, peeling, chalking, cracking” are used to describe the paint condition for HUD funded projects.

Retain these records for a minimum of 3 years or as required by law.



Radon Inspection Report

Test Location:

Matt Langhorst
Riverside Dr 1441
Glenwood Springs, CO 81601

Test For:

Matt Langhorst
Riverside Dr 1441
Glenwood Springs, CO 81601

Inspected By:

Radon Engineering Consultants
1338 Grand Ave, #184
Glenwood Springs, CO 81601
970-925-8802
Lic/Cert. # RMT.0000208

Test Result: Pass

Overall Average:

3.7 pCi/l

EPA Average:

3.9 pCi/l

Test Device Details:

Serial Number: 300004434
Model Number: 1028XP
Last Calibration: 09/17/2025
Next Calibration: 09/17/2026
Cal-Factors: 2.54
Motion Error: No

Test Site Condition:**Test Summary:**

<u>CRM Location:</u>	<u>Start:</u> 11/05/2025 12:15 PM	<u>Stop:</u> 11/07/2025 12:15 PM	<u>Interval:</u> 1 hr	<u>Duration:</u> 48 hr
*First 4 hrs of data excluded	<u>Min:</u>	<u>Max:</u>	<u>Average:</u>	<u>Measurement Units:</u>
Radon Concentration:	0.0	7.5	3.9	pCi/l

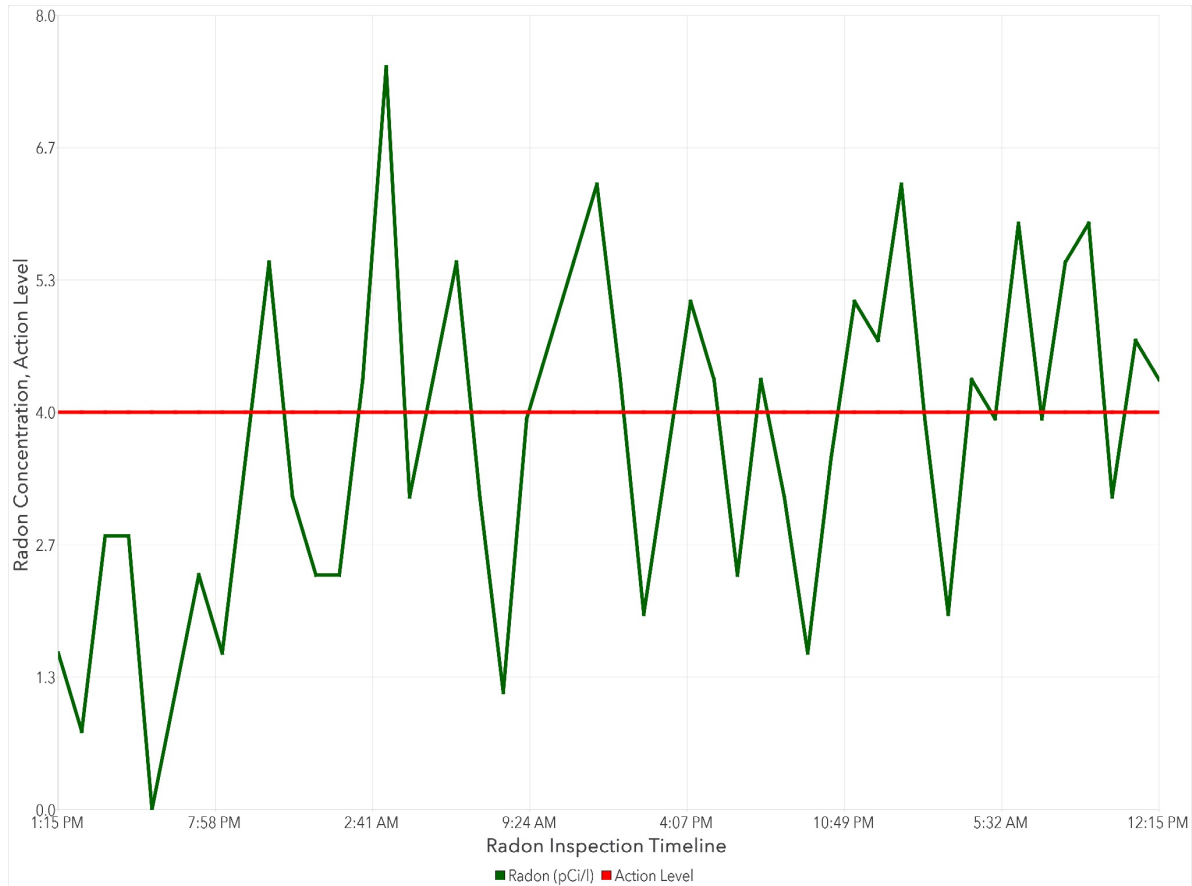
Comments:

Lic/Cert Signature

Test device manufactured by SunRADON, LLC

Inspection Report Date: 11/11/2025

Radon Inspection Chart



Test Result: Pass

Test Location: Riverside Dr 1441 Glenwood Springs, CO 81601

Inspection Report Date: 11/11/2025

Test device manufactured by SunRADON, LLC

Test Checklist

- ☒ The location of the detector was selected so the detector was not to be disturbed during testing.
- ☒ The monitor was not placed in an area of high humidity such as: Kitchen, laundry room, cellar, spa room, garage, crawl space or sump area.
- ☒ The detector was not located near drafts caused by HVAC vents, windows and doors.
- ☒ The detector was not placed near areas of excessive heat, such as a fireplace or in direct sunlight.
- ☒ The detector was placed within the breathing zone of at least 20 inches to 6 feet above the floor and at least 1 foot below the ceiling if suspended.
- ☒ The detector was not placed within 1 foot of outside walls of the home or within 3 feet of any windows or doors to the exterior of the home.
- ☒ Ceiling fans, portable dehumidifiers, portable humidifiers, portable air filters, and all window air conditioners are not operated within 20 feet of the detector.

Test Result: Pass

Test Location: Riverside Dr 1441 Glenwood Springs, CO 81601

Inspection Report Date: 11/11/2025

Test device manufactured by SunRADON, LLC

Test Table

* Data from first 4 hours excluded from EPA calculations

<u>Date/Time</u>	<u>Radon(pCi/l)</u>	<u>Flags</u>
11/05/25 01:15 PM	1.6	-
11/05/25 02:15 PM	0.8	-
11/05/25 03:15 PM	2.8	-
11/05/25 04:15 PM	2.8	-
11/05/25 05:15 PM	0.0	-
11/05/25 06:15 PM	1.2	-
11/05/25 07:15 PM	2.4	-
11/05/25 08:15 PM	1.6	-
11/05/25 09:15 PM	3.5	-
11/05/25 10:15 PM	5.5	-
11/05/25 11:15 PM	3.1	-
11/06/25 12:15 AM	2.4	-
11/06/25 01:15 AM	2.4	-
11/06/25 02:15 AM	4.3	-
11/06/25 03:15 AM	7.5	-
11/06/25 04:15 AM	3.1	-
11/06/25 05:15 AM	4.3	-
11/06/25 06:15 AM	5.5	-
11/06/25 07:15 AM	3.1	-
11/06/25 08:15 AM	1.2	-
11/06/25 09:15 AM	3.9	-
11/06/25 10:15 AM	4.7	-
11/06/25 11:15 AM	5.5	-
11/06/25 12:15 PM	6.3	-
11/06/25 01:15 PM	4.3	-
11/06/25 02:15 PM	2.0	-
11/06/25 03:15 PM	3.5	-
11/06/25 04:15 PM	5.1	-
11/06/25 05:15 PM	4.3	-
11/06/25 06:15 PM	2.4	-
11/06/25 07:15 PM	4.3	-
11/06/25 08:15 PM	3.1	-
11/06/25 09:15 PM	1.6	-
11/06/25 10:15 PM	3.5	-
11/06/25 11:15 PM	5.1	-
11/07/25 12:15 AM	4.7	-
11/07/25 01:15 AM	6.3	-
11/07/25 02:15 AM	3.9	-
11/07/25 03:15 AM	2.0	-
11/07/25 04:15 AM	4.3	-
11/07/25 05:15 AM	3.9	-
11/07/25 06:15 AM	5.9	-
11/07/25 07:15 AM	3.9	-
11/07/25 08:15 AM	5.5	-

Test Result: Pass

Test Location: Riverside Dr 1441 Glenwood Springs, CO 81601

Inspection Report Date: 11/11/2025

Test device manufactured by SunRADON, LLC

Test Table

* Data from first 4 hours excluded from EPA calculations

<u>Date/Time</u>	<u>Radon(pCi/l)</u>	<u>Flags</u>
11/07/25 09:15 AM	5.9	-
11/07/25 10:15 AM	3.1	-
11/07/25 11:15 AM	4.7	-
11/07/25 12:15 PM	4.3	-

Test Result: Pass

Test Location: Riverside Dr 1441 Glenwood Springs, CO 81601

Inspection Report Date: 11/11/2025

Test device manufactured by SunRADON, LLC

Radon Test Information

Radon Risk Information

Radon causes lung cancer by means of the decay of its daughter products after breathing in air contaminated with higher levels of Radon. The World Health Organization (WHO) estimates that 15% of lung cancers worldwide are caused by exposure to elevated indoor levels of Radon. Overall, radon is the second leading cause of lung cancer responsible for about 21,000 lung cancer deaths every year in the US alone. Radon gas is the number one cause of lung cancer among non-smokers. The U.S. Environmental Protection Agency (EPA), the U.S. Surgeon General, and the Center for Disease Control and Prevention (CDC) strongly recommend that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommend having the radon levels professionally mitigated if elevated radon concentrations are found.

Understanding Radon Test Results

Recommended Action Levels vary by country and typically range from 3 pCi/l (100 Bq/m³) to 8 pCi/l (300 Bq/m³). Recommendations below are based on test results by a Continuous Radon Monitor (CRM) Test of at least 48h duration and are based on recommendations by the EPA.

Measured Average Radon Level:

- At or above 4.0 pCi/l (148 Bq/m³): Corrective measures to reduce exposure to radon gas is strongly recommended (ANSI MAH2014)
- Between 2-4 pCi/l (74-148 Bq/m³): Consider mitigation or periodic retest as indoor Radon levels vary by season and weather conditions
- Below 2 pCi/l (74 Bq/m³): Consider bi-annual retest or whenever significant changes to the home structure or mechanical systems occurred

Test Result: Pass

Test Location: Riverside Dr 1441 Glenwood Springs, CO 81601

Inspection Report Date: 11/11/2025

Test device manufactured by SunRADON, LLC

MEMORANDUM

DATE: December 11, 2025
TO: Glenwood Springs Mayor and Council
FROM: Karl J. Hanlon, City Attorney
RE: Remote Participation Policy

The Colorado Open Meetings law provides a broad definition of “meeting” which includes, “any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication”.¹ Because of this, Colorado law provides flexibility in conducting meetings remotely, so long as local governments comply with the requirements of Open Meetings law. Remote participation can provide tremendous benefits to Council members and the City’s residents by allowing participation when it might not otherwise be possible. However, in-person attendance is preferred as remote participation does not typically lead to the same level of participation, interaction and presence as in-person attendance. Additionally, technical issues associated with remote participation can interfere with meetings, and in the land-use and quasi-judicial context may even lead to legal ramifications. In the draft Remote Participation Policy attached, we examined other jurisdiction’s policies to identify concerns and how they were addressed. This memorandum explains the issues we found addressed in other jurisdiction’s policies and the choices made in the draft as a result.

Most municipalities’ remote participation policies were adopted in response to COVID-19. Many of the policies that remain allow for remote participation only in the event of an emergency.² However, some jurisdictions have adopted remote participation policies which allow councilmembers to attend remotely, regardless of an emergency. Emerging from these policies are a few general themes.

First, most of the policies encourage in-person participation over remote. Some policies do this by expressly stating that extenuating circumstances must exist justifying remote participation.³

¹ C.R.S. § 24-6-402(1)(b)

² Ordinance No. 8391(g)(5), Boulder City Council. (in response to COVID, the City of Boulder passed an ordinance authorizing remote participation only in the event of a contagious disease or statewide declaration of emergency declared by the Governor See also, *Telephonic/Electronic Meeting Participation Policy During Times of Emergency*, City of Castle Pines, Colorado.

³ Resolution No. 2023-35, Lafayette City Council

Mail to:

Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

Other policies do this by limiting the number of times that a council member may attend remotely.⁴ In crafting the draft policy we chose to go with a specific number of times a council member may attend remotely to avoid forcing council members to explain the extenuating circumstances surrounding their remote participation.

Second, each jurisdiction's policy contains standards concerning the quality of remote participation. These include providing notice of the council members' remote participation, standards for the quality of the electronic connection, and mechanisms for the termination of remote participation. These are important as they help ensure that council members can meaningfully participate and the remote participation privilege is not being abused. For example, the City of Cortez's policy provides that the mayor or other presiding officer may terminate a council member's participation because the connection is poor, there is excessive background noise, or for other reasons the member's participation is causing a disruption to the meeting.⁵ In the draft policy we included standards for the quality of the electronic connection, a power to terminate remote participation and a requirement that council members use their best efforts to provide a two-day notice of intent to participate remotely.

Third, many of the remote participation policies do not allow participation in quasi-judicial hearings absent special circumstances, and even when such participation is allowed, there are special requirements for participation. A quasi-judicial hearing requires that, at a minimum, there is notice and the opportunity for a meaningful hearing before an impartial tribunal.⁶ As a result, there are concerns that where a council member appearing remotely may not have connection sufficient to evaluate evidence presented at the hearing, due process may be violated. One example dealing with this issue is the City of Lafayette's remote participation policy which requires that before any remotely participating member may vote in a quasi-judicial hearing they must affirm that they were able to hear all testimony, presentations, and deliberations, and see or review all documentary evidence and materials presented at the hearing.⁷ In response to the due process concerns the draft policy states that council members should endeavor to attend all land-use or quasi-judicial hearings in person. Additionally, we incorporated a similar provision to the City of Lafayette's, as well as a penalty clause for members whose electronic participation in a quasi-judicial hearing disrupts the hearing.

⁴ Resolution No. CR-120, Northglenn City Council

⁵ Ordinance No. 1346, Series 25(3), Cortez City Council

⁶ *Copley v. Robinson*, 224 P.3d 431, 435 (Ct. App. 2009) citing *Van Sickle v. Boyes*, 797 P.2d 1267, 1273-74 (Colo. 1990)

⁷ Resolution No. 2023-35(V)(f), Lafayette City Council



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item: Remote Participation in Council Meeting

Action Requested: Discussion of Policy for Joining Council Meetings Rmotely

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Council has not visited this topic in five years, some changes or clarifications may be desired.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA

EXHIBIT A.

REMOTE PARTICIPATION POLICY

The City Council may fully participate electronically, unless otherwise restricted by law, in regular and special Council meetings, executive sessions, work sessions and land use hearings in accordance with the following rules:

1. General Rules: The following shall apply to all Council Meetings:

1.1. Requirements for Participation. Electronic participation shall consist of clear, uninterrupted two-way communication via video conferencing or other electronic means that allows the electronically participating Councilmember to hear, speak and see presentations during the Meeting, and allows persons attending the Meeting in-person to hear, speak to, and see the electronically participating Councilmember.

1.2. When Participation Prohibited. Electronic participation may be limited or prohibited in certain instances based upon unforeseen problems with video conferencing equipment, internet limitations, or other technological difficulties that preclude a Councilmember from fully participating in the Meeting. A Councilmember participating electronically is responsible for ensuring that their videoconference equipment and Internet capabilities are current and compatible with the City's videoconference equipment and their software updates are current.

1.3. Power to Terminate Participation. The Mayor or other presiding officer shall have the authority to terminate a Councilmember's electronic participation because the electronic connection is repeatedly lost, the quality of the connection is extremely poor, there is excessive background noise from the remote location, or for other reasons that cause disruption to the Meeting.

1.4. Quorum. Electronic participation shall constitute attendance at a Meeting, and Councilmembers participating electronically shall be considered physically present for all purposes including without limitation, for the determination of the presence of a quorum and for casting votes.

1.5. Emergency Circumstances. Upon a vote of the City Council that emergency circumstances exist justifying an entirely electronic meeting, a meeting may be attended virtually by all Councilmembers.

1.6. Notice of Electronic Attendance. A Councilmember desiring to participate electronically shall use their best efforts to provide written notice of their intent via City email to the City Manager a minimum of two business days in advance of the Meeting day.

1.7. Reasonable Accommodation. The City shall provide Councilmembers with reasonable accommodations, and may waive or alter the provisions of this policy, to

provide disabled persons or individuals who qualify for accommodations under federal or state laws full and equal access to participate in Meetings.

1.8. Illness or Injury. A Councilmember may electronically attend as many meetings as necessary upon, providing notice to the City Manager, in good faith, demonstrating an illness or injury preventing the Councilmember from attending meetings in person. If the Council believes a member has provided this notice in bad faith, the Council may require, upon a majority vote, that the Councilmember attending electronically resume in-person attendance.

2. Rules for Meetings: The following shall apply to all regular meetings, special meetings, work sessions and executive sessions:

2.1. Electronic Participation. A Councilmember may participate electronically in two meetings per calendar year. If there is more than one meeting in a single day, all meetings shall count as one for purposes of this policy.

2.2. Maximum Electronic Participation. No more than 2 Councilmembers may participate electronically in any single meeting. If more than 2 Councilmembers desire to participate electronically, the first two Councilmembers to provide notice of electronic attendance to the City Manager may do so.

2.3. Executive Session. Councilmembers may electronically participate in executive sessions in accordance with this policy, if steps are taken to ensure that the electronic location does not compromise the confidentiality of the executive session, and the Councilmember participating electronically confirms verbally that no third party is in the Councilmember's presence.

2.4. Temporary Attendance: Upon approval of the entire Council, a Councilmember may electronically attend a portion of a meeting without attending the entire length of the meeting. Such temporary attendance shall count as one meeting for purposes of this policy.

3. Rules for Hearings: The following shall apply to all land-use or quasi-judicial hearings:

3.1. Hearing Policy: Councilmembers should endeavor to attend all land-use or quasi-judicial hearings in person.

3.2. Maximum Electronic Participation: If a Councilmember must attend a land-use or quasi-judicial hearing electronically, they may do so by following the provisions of this Policy and voting in accordance with Section 3.4.

3.3. Electronic Participation Issues: If a Councilmember attends a land-use or quasi-judicial hearing electronically and violates Section 1.1, 1.2 or 1.3 of this Policy they shall lose any right to participate electronically in any other land-use or quasi-judicial hearing within the calendar year.

3.4. Voting Electronically in a Quasi-Judicial Hearing: A Councilmember participating remotely in a quasi-judicial or land-use hearing shall affirm, prior to voting on a matter, that such member was able to hear all testimony, presentations, and deliberations, and see or review all documentary evidence and materials presented at the hearing.

**CITY OF LAFAYETTE
RESOLUTION NO. 2023-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAFAYETTE,
COLORADO, AMENDING THE CITY OF LAFAYETTE'S CITY COUNCIL
HANDBOOK TO ADDRESS REMOTE PARTICIPATION AND REMOTE
MEETINGS OF THE CITY COUNCIL**

WHEREAS, the City Council of the City of Lafayette, Colorado, is authorized by Section 6.7 of the Charter of the City of Lafayette to determine its own organization, rules and order of business; and

WHEREAS, in 2007, the City Council adopted the City Council Handbook by Resolution No. 2007-03, which established the general rules of order and procedure for meetings and business conducted by the City Council, and compiles policies relative to the actions of the City Council; and

WHEREAS, the City Council Handbook states it may be amended or new rules adopted by resolution, by a two-thirds majority vote of all members of the City Council; and

WHEREAS, during the COVID-19 emergency, the City Council learned that conducting meetings with remote participation provides an effective and efficient mechanism to conduct public business, including taking formal action consistent with the City's Charter, Code, and the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 *et seq*; and

WHEREAS, while the City Council wishes to declare an end to the local disaster emergency caused by COVID-19, it also desires to amend the City Council Handbook to adopt a policy that addresses remote participation at Council meetings and sets forth procedures for conducting remote meetings when deemed necessary because of health, weather, or other emergency affecting the City; and

WHEREAS, the City Council further desires to amend the City Council Handbook to repeal the Policy Regarding Electronic Participation for City Council Meetings, which applies only during a declared emergency; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare of the residents, employees, and officials of the City of Lafayette to adopt these amendments to the City Council Handbook.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lafayette, Colorado, as follows:

Section 1. That the "Policy Regarding Electronic Participation for City Council Meetings" in Section 7 of the City of Lafayette City Council Handbook, "Council Meeting Protocol", is hereby repealed in its entirety.

Section 2. That Section 7 of the City of Lafayette City Council Handbook, “Council Meeting Protocol”, shall be amended to add the following policies regarding Remote Participation and Remote Meetings:

POLICY REGARDING REMOTE PARTICIPATION AND REMOTE MEETINGS

I. Purpose.

These rules specify the circumstances under which City Council members and members of the public may participate in regular, special, workshop, or emergency meetings by telephone or other electronic means of participation, such as video-conferencing (“Remote Participation”). Council members may utilize Remote Participation to attend a meeting of the City Council only in accordance with these rules.

II. Remote Participation by Individual Council Members.

A. *Remote Participation:* Participation by Council members in regular, special, emergency, or workshop meetings of the City Council shall be in-person. However, if extenuating circumstances do not permit in-person attendance, Council members shall be allowed to attend regular, special, workshop, or emergency meetings by telephone or other electronic means of participation, such as video-conferencing (“Remote Participation”) so long as Remote Participation is available for that meeting.

B. *Arranging Remote Participation:* To arrange Remote Participation, the Council member shall contact the Mayor (or, if the Mayor, the Mayor Pro Tem), City Administrator, and City Clerk at the earliest possible time and not less than 24 hours prior to the meeting, if possible. Notice of Remote Participation given less than twenty-four hours before a meeting may be accommodated only if the staffing, equipment, and adequate telecommunications connections needed to arrange for the Council member’s Remote Participation are available within such timeframe.

C. *Conditions for Remote Participation by Council members:*

1. The Council member attending remotely shall initiate the Remote Participation not more than 10 minutes prior to the scheduled start time of the meeting. Upon disconnection during a meeting, City staff will make one attempt to re-initiate the connection. If the connection fails, then the Council member attending remotely will be listed as “absent” for that portion of the meeting.

2. The Council member using Remote Participation shall maintain a good connection such that they are able to hear the proceedings and are able to be heard when speaking during the proceedings.

3. When using video conferencing for Remote Participation, the Council member’s camera should be on, especially during Council comments, votes, and during any public input or public hearings.

4. If the Mayor is attending a meeting by Remote Participation and the Mayor Pro Tem is participating in person, the Mayor Pro Tem shall preside over the meeting. If both the Mayor and the Mayor Pro Tem are absent or attending by Remote Participation, then the Council will select a temporary chairperson to preside over the meeting.

D. *Attendance; Quorum:*

1. Any Council member attending by Remote Participation in accordance with these rules shall be deemed present for purposes of determining a quorum and for action on all matters at such meeting.

2. If a Council member attending a meeting by Remote Participation is disconnected or delayed, the Council may proceed with the meeting provided a quorum remains present.

3. Remote Participation by a Council member in any meeting in accordance with these rules shall not be considered to be an absence or failure to attend the meeting for determining whether misconduct in office has occurred under Section 6.6 of the Charter.

E. *Voting:* If any Council member attends a meeting by Remote Participation, all voting shall be conducted by roll call. All Council members attending by Remote Participation may vote on all legislative and quasi-judicial matters and all other business before the Council, provided, however, that any Council member attending by Remote Participation in an in-person quasi-judicial hearing may vote in accordance with Section V.F. of these rules.

F. *Executive Sessions:*

1. Council members and other persons authorized to attend an executive session held in accordance with the Colorado Open Meetings Law or applicable City policies are authorized to attend via Remote Participation in accordance with these rules.

2. Confidentiality of executive sessions shall be maintained. Any Council member, City staff, and other persons participating in the executive session by Remote Participation shall take all steps necessary to initiate the connection at a secure and confidential location and ensure that the confidentiality and privacy of the executive session is maintained at the highest level and not compromised. No individual participant in the executive session may permit any other person to hear, see, or otherwise have access to executive sessions or related

materials, and such person shall not record or transmit the executive session or related materials.

3. The Mayor or other Council member presiding over the executive session may require any person attending by Remote Participation, as a condition of their participation, to affirm to the body that they are in a secure and confidential location where no other person can hear or see the content of the executive session and that such person shall not record or transmit the executive session or related materials.

III. Remote Participation by the Public at In-Person Council Meetings.

A. *Telephonic Access*: So long as it is technologically feasible for the City, members of the public who wish to attend a meeting of the Council by telephone shall be allowed to do so in the manner provided on the agenda published for such meeting.

B. *Telephonic Participation for Public Input or Public Testimony*: So long as it is technologically feasible for the City, members of the public who wish to attend a meeting of the Council to give public input or public testimony (when applicable) by telephone and who do not wish to present photos, maps, or other materials, shall be allowed to do so in the manner provided on the agenda published for such meeting.

C. *Written Submissions*: Members of the public may submit written comments to the Council for public input (if applicable) or regarding an agenda item in the manner provided on the agenda published for such meeting.

D. *Feasibility*: Technological feasibility for purposes of this section shall be dependent upon staffing, equipment, and adequate telecommunications connections available to the City to allow for the public to hear the Council and other participants in the meeting and for the Council and other participants in the meeting to hear members of the public recognized to speak, if applicable.

IV. Fully Remote Meetings Authorized in Emergency Situations.

A. If the City Administrator, in consultation with the Mayor, determines that meeting in person is not practical or prudent because of a health, safety, weather, natural disaster, or other emergency affecting the City, a regular, special, workshop, or emergency meeting or may be conducted entirely as a remote meeting by telephone, electronically, or by other means of communication, or the meeting may be cancelled. If the meeting is cancelled, the items will be rescheduled to another meeting.

B. If the decision is to conduct a fully remote meeting, the City Administrator shall provide notice to the Council and the public as soon as such decision is made, but no later than three (3) hours before the time the meeting is scheduled to begin. In the event of a fully remote meeting:

1. All Council members may participate and vote in legislative and quasi-judicial matters and participate in executive sessions.

2. All votes in a fully remote meeting shall be by roll call.

3. The City will provide public access to the meeting through telephonic or other remote means, provided that such means allow for the public to hear the Council and other participants in the meeting, and for the Council and other participants to hear any members of the public recognized to speak, if applicable.

4. Minutes of the regular, special, workshop, or emergency meeting are taken and promptly recorded, and such records are open to public inspection in accordance with City policy; and

V. Quasi-Judicial Matters.

A. In the event that an application is scheduled for a public hearing that is quasi-judicial in nature and due to an emergency situation must be held during a fully remote meeting as provided in section IV of this policy, the City shall notify the applicant of such circumstances and present the applicant with two options for proceeding with the application. The applicant shall authorize the City, in writing, to proceed with one of the following options:

1. Conduct the public hearing under this policy with accommodations made for Remote Participation by the applicant and the public, subject to the applicant waiving in writing any legal challenge on the basis that the hearing will be conducted via Remote Participation; or

2. Suspend any and all review and decision deadlines until such time that the emergency situation is resolved or terminated and the Council schedules a meeting at which an in-person quorum will be physically present.

B. The City shall hold a fully remote quasi-judicial hearings only if all parties presenting to the Council or involved in the proceeding are able to participate virtually and public testimony is able to be heard virtually, if applicable. Written evidence and comments shall also be accepted and made part of the record. If written comments are received on a quasi-judicial matter being considered at a meeting conducted fully via Remote Participation, such comments shall be read into the record by the City Clerk, the Mayor, or a member of City staff.

C. Any documents, exhibits, or other materials (collectively, "Materials") to be presented by the applicant, City staff, other parties (if any), or members of the public during the public hearing must be clearly marked for identification and must be submitted to the City Clerk at least three (3) business days prior to the hearing date, in addition to any obligation the applicant, City staff, or other parties, if any, may have by law to provide

such Materials to other parties prior to the hearing. Notice of this requirement to submit Materials to the City Clerk, and shall state where, how, and by when such Materials must be submitted. The City Clerk will include the Materials in the City Council's packet with a cover sheet identifying the name of the party submitting the Materials and will make such Materials available to the public on the City's website at least 24 hours before the hearing.

D. The participants in the public hearing, discussion, and decision should endeavor to identify themselves for the record upon speaking or asking questions. The Mayor or chair of the hearing will endeavor to ensure the participants in the public hearing clearly identify themselves and any Materials referenced during the hearing for purposes of creating an adequate record.

E. An adequate record of the public hearing, discussion, and decision shall be made and kept by the City, including a full audio recording or, if the meeting is conducted using video, a full audio and video recording.

F. Remote Participation at in-person quasi-judicial hearings by a Council member(s) is permitted, consistent with section V.C. regarding Materials. A Council member participating by Remote Participation shall affirm, prior to voting on a quasi-judicial matter, that such member was able to hear all testimony, presentations, and deliberations, and see or review all documentary evidence and Materials presented in the hearing.

VI. Interference Due to Remote Participation.

Any person's Remote Participation must not cause interference in the meeting—for example, where the telephone or electronic connection is repeatedly lost, or the quality of the connection is unduly noisy. The Mayor or chair has discretion to determine whether to request the person causing such interference to disconnect from the meeting. A person requested to disconnect from a meeting may reconnect so long as the new connection does not continue to cause interference with the meeting. If such interference continues, the person may be asked to permanently disconnect from the meeting.

VII. Reasonable Accommodations.

Should Remote Participation by Council Members be required for reasons protected by state or federal law, that required accommodation shall take precedence over these rules. The City shall provide reasonable accommodation and may waive or modify provisions of these rules to provide disabled members of the City Council or the public access to City Council meetings.

RESOLVED AND PASSED THIS 16TH DAY OF MAY, 2023.

CITY OF LAFAYETTE, COLORADO

Brian Wong, Mayor Pro Tem

ATTEST:

Lynnette Beck, City Clerk

APPROVED AS TO FORM:

Mary Lynn Macsalka, City Attorney

SPONSORED BY: MAYOR ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2019

Series of 2019

A RESOLUTION APPROVING AN ELECTRONIC PARTICIPATION POLICY FOR THE CITY OF NORTHGLENN, COLORADO

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Electronic Participation Policy, as attached hereto, is hereby approved by the City Council of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado this ____ day of _____, 2019.

ANTONIO B. ESQUIBEL
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ELECTRONIC PARTICIPATION POLICY DURING CITY COUNCIL MEETINGS

I. Purpose.

The purpose of this Policy is to specify the circumstances under which a member of the City Council may participate in regular and special meetings by telephone or other electronic means of participation, such as video-conferencing ("Electronic Participation"). Electronic Participation has inherent limitations because Electronic Participation effectively precludes a member of the City Council from contemporaneously observing documentary information presented during meetings; from fully evaluating a speaker's non-verbal language in assessing veracity or credibility; and from observing non-verbal explanations (*e.g.*, pointing at graphs and charts) during a speaker's presentation or testimony. The City Council finds that these limitations, inherent in Electronic Participation, may produce inefficiencies in meetings, increase the expense of meetings, and may undermine the decision-making process.

II. Statement of General Policy.

A member of the City Council may participate in a meeting of the City Council by electronic means only in accordance with this Policy.

A. *Non-Emergency Situations.*

Electronic Participation in non-emergency situations shall be made available and shall be limited as follows:

1. A member of the City Council may listen by telephone or other electronic means to any Council meeting. Such Council member listening via telephone shall be deemed present for purposes of determining a quorum, but only for meetings during which no quasi-judicial matters will be heard or considered. The member of City Council may not participate nor vote in a quasi-judicial public hearing; however, the Council member may maintain the electronic connection and monitor and listen to the hearing. The member of City Council may participate and vote in legislative matters.

2. Listening telephonically or by electronic means is intended to be an infrequent or occasional substitution for physical attendance. For purposes of this policy, infrequent or occasional substitution for physical attendance shall mean no more than four (4) posted City Council meetings, including study sessions, per calendar year. Provided, however, a Council member may request City Council approval of Electronic Participation for more than four (4) posted City Council meetings in any calendar year in the event of unforeseen circumstances that warrant, in the sole discretion of the City Council, authorizing Electronic Participation for a Council member in excess of four (4) meetings in any calendar year. The City Council may, by majority vote of a quorum present, declare a Council member's repeated use of Electronic Participation excessive and deny a Council member's privilege to use Electronic Participation for a specific meeting or meetings.

3. Electronic Participation may also be made available to a City Council member during an executive session.

4. The City Council may discontinue the use of Electronic Participation by one or more members during a meeting where the participation results in delays or interference in the meeting process; *e.g.*, where the telephone connection or connection by other electronic means is repeatedly lost, the quality of the connection is unduly noisy or otherwise problematic to the conduct of the meeting, or the listening member is unable to hear speakers using a normal speaking voice amplified to a level suitable for the meeting audience in attendance.

B. *Emergency Situations*

In the event a quorum is unable to meet at the day, hour, and place fixed by the rules and procedures of the City Council because meeting in-person is not practical or prudent due to a health pandemic or emergency affecting the City, meetings may be conducted by telephone, electronically, or by other means of communication so as to provide maximum practical notice. Meetings may be held by telephone, electronically, or by other means of communication if all of the following conditions are met:

1. The City Manager or the Mayor determines that meeting in person is not practical or prudent, because of a health pandemic or declaration of emergency affecting the City;

2. All members of the City Council can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;

3. Members of the public present at the regular meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the pandemic or emergency;

4. At least one member of the City Council is present at the regular meeting location, unless not feasible due to the pandemic or emergency declaration;

5. All votes are conducted by roll call;

6. Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and

7. To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some members of the City Council may participate by telephone, and the right of the public to monitor the meeting from another location.

III. *Arranging for Electronic Participation.*

A. To arrange to participate via Electronic Participation, a Council member shall:

1. Contact the Mayor, City Manager, or City Clerk in advance of the meeting to determine if an arrangement for such participation via telephone conference or video conference is possible. Council members shall endeavor to advise the City of their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation.

2. The City shall initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the City Clerk shall make one attempt to re-initiate the connection.

IV. Effect of Electronic Participation.

Telephonic participation shall only constitute actual attendance for purposes of establishing a quorum for meetings during which no quasi-judicial matters will be heard or considered.

V. Limited Applicability of Policy.

This Policy shall only apply to regular and special meetings (including study sessions) of the City Council of the City of Northglenn.

VI. Reasonable Accommodations.

The City shall provide reasonable accommodation and shall waive or modify provisions of this Policy to provide handicapped members of the City Council full and equal access to City Council meetings.

**CITY OF CORTEZ, COLORADO
ORDINANCE NO. 1346, SERIES 2025**

**AN ORDINANCE AMENDING THE CODE, ORDINANCES, RESOLUTIONS,
GUIDELINES, AND PROTOCOLS OF THE CITY OF CORTEZ, COLORADO TO
ALLOW CITY COUNCILMEMBERS TO PARTICIPATE IN COUNCIL MEETINGS
REMOTELY VIA VIDEOCONFERENCING OR OTHER ELECTRONIC MEANS**

WHEREAS, the City of Cortez, Colorado (“City”) is a Colorado home rule municipality, duly organized and existing pursuant to Article 20 of the Colorado Constitution, the laws of the State of Colorado, and the Charter of the City of Cortez; and

WHEREAS, Article III, Section 4 of the Cortez City Charter states that the City Council shall meet “at the City Hall;” and

WHEREAS, numerous sections of the Cortez Municipal Code, certain ordinances, certain resolutions, certain adopted protocols, and the adopted Cortez Council Information Packet, include references to the City Council meeting “at the City Hall,” and Councilmembers being “present” at a Council meeting, “attending” or “attend” a Council meeting, and being “physically present” at a Council meeting; and

WHEREAS, technological advances have made remote working and remote electronic participation in meetings a viable and practical alternative to on-site and in-person participation in meetings; and

WHEREAS, the City Council desires to clarify and define the terms “at City Hall,” “attend,” “attending,” “present,” “physically present,” and other references to Councilmember attendance at Council meetings, as used in the City’s Charter, codes, resolutions, the Information Packet, and Council protocols; and

WHEREAS, the City Council desires to amend and clarify the rules regarding Councilmember attendance on-site and in-person at Council meetings, and desires to adopt a policy governing the circumstances under which a Councilmember may participate in regular and special meetings, workshops, quasi-judicial proceedings, and executive sessions via online video conferencing or other electronic means (“Electronic Participation”).

**NOW, THEREFORE, BE IT ORDAINED BY THE CORTEZ CITY COUNCIL AS
FOLLOWS:**

REMOTE MEETING POLICY: The City Council may fully participate electronically, unless otherwise restricted by law, in regular and special Council meetings, and in Council workshops (collectively “Meeting or Meetings”) in accordance with the following rules:

1. Electronic participation shall consist of clear, uninterrupted two-way communication via video conferencing or other electronic means that allows the electronically participating Councilmember to hear, speak, and see presentations during the Meeting, and allows persons attending the Meeting in-person to hear, speak to, and see the electronically participating Councilmember.

2. Electronic participation may be limited or prohibited in certain instances based upon unforeseen problems with videoconference equipment, Internet limitations, or other technological difficulties that preclude a Councilmember from viewing documentary information presented during the Meeting or otherwise preclude a Councilmember from fully participating in the Meeting. A Councilmember participating electronically is responsible for ensuring that their videoconference equipment and Internet capabilities are current and compatible with the City's videoconference equipment and that their software updates are current.
3. The Mayor or other presiding officer shall have the authority to terminate a Councilmember's electronic participation because the electronic connection is repeatedly lost, the quality of the connection is extremely poor, there is excessive background noise from the remote location, or for other reasons that cause disruption to the Meeting.
4. Electronic participation shall constitute attendance at a Meeting, and Councilmembers participating electronically shall be considered physically present for all purposes, including without limitation, for the determination of the presence of a quorum and for casting votes.
5. A maximum of two (2) Councilmembers may participate electronically at any Meeting.
6. A Councilmember may participate electronically a maximum of six (6) Meetings per calendar year.
7. The two Councilmember and six Meeting limitation shall not apply to Meetings for which the Council decides that in-person participation is not practical or prudent due to an emergency but that a fully electronic Meeting is possible (such as a public health crisis, weather, natural disaster, or similar circumstances).
8. The presiding officer of any Meeting shall not participate electronically, except at a Meeting called to consider whether to approve a fully-electronic Meeting and at an approved fully-electronic Meeting.
9. A Councilmember desiring to participate electronically shall use their best efforts to provide written notice of their intent via City email to the City Manager ("Notice of Intent") a minimum of two (2) business days in advance of the Meeting day.
10. If more than two (2) Councilmembers desire to participate electronically, the first two (2) Councilmembers to provide a Notice of Intent will be allowed to participate electronically unless any of the first two (2) Councilmembers waive their first-in-time status in writing to the City Manager via City email.
11. Councilmembers may electronically participate in executive sessions provided steps are taken to ensure that the remote location does not compromise the confidentiality of the executive session, and the Councilmember participating electronically confirms verbally that no third party is in the Councilmember's presence.
12. The City shall provide Councilmembers with reasonable accommodations, and may waive or alter the provisions of this policy, to provide disabled persons or individuals who qualify for accommodations under federal or state laws full and equal access to participate in Meetings.

RECITALS INCORPORATED: The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by the Cortez City Council.

REPEALER: All orders, bylaws, ordinances, resolutions, policies, and guidelines, of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

SEVERABILITY: If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

RECORDING AND AUTHENTICATION: Upon adoption hereof, this Ordinance shall be recorded in a book kept for that purpose and shall be authenticated by the signatures of the Mayor and the City Clerk.

EFFECTIVE DATE: This ordinance shall be effective upon publication after final passage on second reading.

FIRST READING. This ordinance shall be considered on first reading on the 9th day of September, 2025, at the hour of 7:30 p.m., in the City Council Chambers in City Hall, Cortez, Colorado, at which time this ordinance shall be read and introduced on first reading and the public hearing for the second or final reading of this ordinance shall be set.

PUBLIC HEARING: This ordinance shall be considered for second or final reading on the 23rd day of September, 2025, at the hour of 7:30 p.m. in the City Council Chambers in City Hall, Cortez, Colorado, at which time and place all persons may appear and be heard concerning the same.

PASSED, ADOPTED AND APPROVED ON FIRST READING THIS 9th DAY SEPTEMBER, 2025.

ATTEST:



DANIELLE WELLS, CITY CLERK

CITY OF CORTEZ



RACHEL B MEDINA, MAYOR

PASSED, ADOPTED AND APPROVED ON SECOND AND FINAL READING THIS 23rd
DAY OF SEPTEMBER, 2025.

ATTEST:



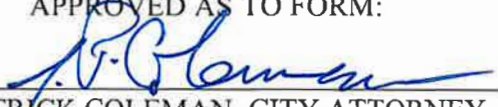
DANIELLE WELLS, CITY CLERK

CITY OF CORTEZ



RACHEL B MEDINA, MAYOR

APPROVED AS TO FORM:



J. PATRICK COLEMAN, CITY ATTORNEY

CITY COUNCIL POLICY FOR ELECTRONIC PARTICIPATION IN CITY COUNCIL MEETINGS

I. Purpose

The purpose of this policy is to allow City Council to meet and conduct City business by teleconference, video conference, or other electronic means ("Electronic Participation").

II. Scope

This policy shall apply to regular and special meetings, including study sessions, of the City Council of the City of Cherry Hills Village ("Meetings").

This policy incorporates the rules of procedure adopted by the City Council and supplements those rules to facilitate the conduct of Meetings by Electronic Participation. City Council may participate and vote in all matters within the scope of their authority at Meetings conducted by Electronic Participation.

III. Policy

A. The City Council may hold, and a member of the City Council may participate in, a duly noticed Meeting by Electronic Participation only in accordance with this policy.

B. Electronic Participation by City Council Members in Otherwise In-Person Meetings

1. City Council members affirm their intent to attend as many Meetings in-person as possible. Electronic Participation will be used infrequently for emergency and rare convenience purposes.
2. A limit of two Council members may participate in a Meeting by Electronic Participation, or be absent from a Meeting. At least four Council members, not including the Mayor, must be present in-person for a Meeting to proceed. If more than two Council members will be absent or participate by Electronic Participation the Mayor will cancel or reschedule the Meeting.
3. There is no limit to the number of Meetings per year a City Council member may attend by Electronic Participation.

4. Council members participating by Electronic Participation may participate in public hearings, quasi-judicial matters, and executive sessions. If a Council member participating by Electronic Participation loses their connection during a quasi-judicial matter, the Council member will not be permitted to rejoin the Meeting until after the quasi-judicial matter is concluded, and will not be permitted to participate or vote on the quasi-judicial matter.
5. City Council members using Electronic Participation to participate in an executive session shall ensure that the privacy and confidentiality of the executive session are maintained. No individual City Council member using Electronic Participation for an executive session may permit any other person to hear, see, or otherwise have access to executive sessions or related materials. Except as required by the Colorado Open Meetings Law, no attendees of an executive session shall record executive session discussions.
6. Oaths of office shall be administered in-person only, except in accordance with Section III.C. of this policy.
7. No other person shall participate in any Meeting by Electronic Participation except in accordance with Section III.C. of this policy.
8. City Council members attending by Electronic Participation shall have their cameras on at all times, and shall be in a private, secure, focused space with a good internet connection and low noise. Council members attending by Electronic Participation shall join the Meeting at least 10 minutes prior to the meeting start time.
9. All votes shall be conducted by roll call.
10. The Mayor may discontinue the use of Electronic Participation by a Council member during a Meeting where such connection or participation results in delays or interference in the Meeting process.
11. Consent is not required from a quasi-judicial applicant in order for City Council to hold a quasi-judicial public hearing when up to two City Council members are participating by Electronic Participation in otherwise in-person Meetings.

C. Meetings Held Entirely by Electronic Participation

1. Meetings will be held entirely by Electronic Participation only when the City Council, Mayor, or the City Manager determines that meeting in-person is impractical, impossible, or unlawful.
2. The Clerk or City Manager shall contact City Council members at least twenty-four hours in advance of a regular or special Meeting to provide

notice of a Meeting conducted entirely by Electronic Participation under this policy.

3. The public shall receive at least twenty-four hours' notice of:
 - a. the time of the Meeting;
 - b. the fact that the Meeting will be conducted using Electronic Participation; and
 - c. the means by which the public may join the Meeting electronically.
4. The City Council shall provide adequate opportunity for the public to participate in the Meeting that is commensurate with the similar opportunity that is routinely given during in-person Meetings. The public may submit written comments and materials to the City Clerk by the deadline indicated on the meeting agenda. Written comments and materials received by the deadline shall be distributed to the City Council members prior to the Meeting and be made part of the record.
5. Members of the public must contact the City Clerk by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the Meeting electronically but can view the live stream and recording of the Meeting on the City website.
6. The City Clerk shall initiate the Electronic Participation a reasonable time before the scheduled time of the Meeting.
7. All votes shall be conducted by roll call.
8. The Mayor may discontinue the use of Electronic Participation by members or citizens during a Meeting where such connection or participation results in delays or interference in the Meeting process. If connection of a Council member is lost, the City Clerk shall make at least two attempts to re-initiate the connection. If a quorum is no longer present, the City Council shall adjourn the Meeting. If technological difficulties impair the orderly processing of quasi-judicial matters or other public hearings, the City Council may continue the matter to a date and time certain.
9. All members of the City Council, at least one City staff member, and applicant and witnesses in quasi-judicial matters, must be able to clearly communicate with one another by Electronic Participation and be able to hear or read all discussion, evidence, and testimony in a manner designed to allow notice and participation.

10. Members of the public must be able to hear or read all discussion, presentations, evidence, testimony, and votes, unless not feasible as determined by the presiding officer of the City Council.
11. The City Council may convene executive sessions in Meetings conducted by Electronic Participation if such sessions otherwise conform to the requirements of Colorado law. City Council members using Electronic Participation to participate in an executive session shall ensure that the privacy and confidentiality of the executive session are maintained. No individual City Council member using Electronic Participation for an executive session may permit any other person to hear, see, or otherwise have access to executive sessions or related materials. Except as required by the Colorado Open Meetings Law, no attendees of an executive session shall record executive session discussions.

D. Quasi-Judicial Matters at Meetings Held Entirely by Electronic Participation

1. Meetings will be held entirely by Electronic Participation only in accordance with Section III.C. of this policy.
2. Except for any public hearing initiated by the City or based on an appeal of an action initiated by the City, each applicant must consent to holding a public hearing electronically. Such consent must be in writing and must be received by the City Clerk no later than thirteen business days prior to the Meeting in order for the public hearing to be held electronically. If such consent is not received the public hearing will not be scheduled.
3. All notices of the public hearing shall include a notification that the public hearing will be conducted electronically, that advance registration for public comment is required, and that information for participation will be provided on the meeting agenda.
4. The meeting agenda must clearly state: (1) that the public hearing will be conducted electronically; (2) that advance registration for public comment is required; (3) the method by which the public may participate; and (4) the deadline for registration and submittal of exhibits by members of the public.
5. An applicant's final submittal of all exhibits to be referenced during the public hearing must be received by the City Clerk no later than thirteen business days prior to the Meeting to ensure all materials are included in the City Council packet. All exhibits are required to be clearly named and labeled.

6. The City Clerk shall send the City Council packet to the City Council members and to the applicant and shall require confirmation of receipt.
7. An applicant's final presentation must be received by the City Clerk no later than 9:00 a.m. the business day before the Meeting.
8. The applicant will appear by video with audio as directed by the City Clerk. The public hearing must be continued in the absence of both video and audio. The applicant should remain connected until the conclusion of the public hearing.
9. Members of the public must contact the City Clerk by the deadline indicated on the meeting agenda in order to receive information on the means by which the public may join the Meeting electronically. Requests received after the deadline will not be permitted to join the Meeting electronically but can view the live stream and recording of the Meeting on the City website.
10. Members of the public must submit any exhibits by the deadline indicated on the meeting agenda. The City Clerk will share exhibits during the appropriate testimony. Members of the public are not permitted to share their screen.
11. Members of the public must disconnect from the meeting platform once they have concluded their testimony. They are encouraged to watch the remainder of the Meeting on the City website.
12. A member of the public may only speak once during a public hearing.
13. The standard for public participation is substantial compliance. Technological errors preventing a particular member(s) of the public from participating in a public hearing shall not invalidate the hearing proceedings, unless the City Council determines that such an error fails to comply with due process requirements under applicable law.
14. The City Manager may choose to continue any public hearing conducted under this policy to a date and time certain if the City Manager determines it is not possible or prudent to hold the public hearing by electronic means.
15. The City Council may continue a public hearing to a date and time certain for reasons set forth in the Municipal Code, to provide additional public participation or obtain additional information, or upon request of the applicant.

E. Reasonable Accommodations

1. The City shall provide reasonable accommodations and shall waive or modify provisions of this policy to provide equal access to Meetings.



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Resolution 2025-32; Allowing Signatures on 1441 Riverside Drive Property Purchase
Action Requested:	Council Approval for Resolution 2025-32; Allowing signatures on 1441 Riverside Drive purchase.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Protect and Preserve our Quality of Life Preserve and Improve Infrastructure
Background Info:	As council knows, the city has bought property on the east side of the Roaring Fork River from 27th Street all the way to Two Rivers Park for years. There are two pieces of property that remain along the corridor that would help complete the connection of ownership from 27th to Two Rivers and one of these properties has come up for sale. The current owner did not put the property on the market, they offered the property to the city based on an appraised value report being completed. The city completed this report in 2024, it put the price tag of the property at \$920,000 after the cost of demolition of the home. The city updated this report recently and completed a qualified price for the removal of the home, which puts the new value at \$880,000. The appraised value did not change with the updated report, but the cost of removal went from \$40,000 to \$80,000 based on new city demolition/recycling requirements and asbestos that was found to existing in the roofing materials. Staff feels that this piece of land is a key connection between what the city currently owns, and this is the time to finish what was started in the 90s. The second piece of property along the river is not for sale, but if it ever comes up, we will still want to look at it for purchase, but it would not be 100% needed for connectivity. The property is 38,333 SF in size. It has a home on it that is in livable condition at this time. Council/staff will need to decide if the home will be kept for a duration of time and utilized, or planned for demolition and the property brought back to native vegetation. You will see on the attached map the location of the property in question and all of the city-owned properties surrounding it. There is an access easement across the northern properties that the city does not own along Riverside Drive.
Issues:	None at this time.
Fiscal Impact:	The property will be paid for out of the A&I Fund.
Legal Review:	Legal has been part of the contract and due diligence process and has reviewed all the documents created through the process.
Staff Recommendation:	Staff is recommending Council approval for Resolution 2025-32; allowing signatures on 1441 Riverside Drive purchase.

RESOLUTION 2025-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING
THE PURCHASE OF 1441 RIVERSIDE DRIVE AND
AUTHORIZING THE MAYOR OR MAYOR PRO TEM TO
EXECUTE REAL ESTATE CLOSING DOCUMENTS.**

WHEREAS, on October 28, 20025 the City of Glenwood Springs entered into a Purchase and Sale Agreement, as amended, with Gene L. Smith for the purchase of 1441 Riverside Drive, Glenwood Springs, CO; and

WHEREAS, the title company assisting with this transfer is requesting a resolution authorizing the purchase and authorizing the Mayor or Mayor Pro Tem to execute closing documents; and

WHEREAS, pursuant to Section 3.3 of the City Charter, the Mayor or Mayor Pro Tem has the authority to execute closing documents for the purchase of the property on behalf of the City.

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

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

Section 2. The purchase of 1441 Riverside Drive, Glenwood Springs, CO is approved by Council and the Mayor or Mayor Pro Tem are hereby authorized to execute any and all necessary documents for the acquisition of said property.

INTRODUCED, READ, AND PASSED THIS 18TH DAY OF DECEMBER.

CITY OF GLENWOOD SPRINGS, COLORADO

Erin Zalinski, Mayor Pro Tem

ATTEST:

Ryan Muse, City Clerk

1441 Riverside Dr.

Access Easement

- 1441 Riverside Dr.
- City-Owned Property
- Garfield County Parcels

0 250 500 Feet

A PARCEL OF LAND SITUATED IN THE N1/2 OF SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PM
CITY OF GLENWOOD SPRING, COUNTY OF GARFIELD
STATE OF COLORADO
PARCEL NO. 2185-161-00-0037



LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GW63022267 DATED: OCTOBER 10, 2025.

A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE INTERSECTION OF THE NORTH LINE OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PM. AND THE WESTERLY RIGHT OF WAY LINE OF THE D. & R.G. RAILROAD, (ASPEN BRANCH) BEARS N. 14°4' E. 592.7 FEET; THENCE S. 14°4' W. 200.0 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N. 80°30' W. 190.0 FEET; THENCE N. 68°30' W. 36.0 FEET; THENCE N. 65°0' W. 31.0 FEET; THENCE N.70°0' W. 252.0 FEET TO THE CENTER OF THE ROARING FORD RIVER; THENCE ABOUT N. 23°20' E. ABOUT 160.0 FEET ALONG THE CENTER LINE OF SAID RIVER; THENCE S. 78°12' E. 455.0 FEET TO THE POINT OF BEGINNING.

THERE ARE HEREBY EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING THREE PARCELS:

(1) A TRACT OF LAND SITUATED IN THE N/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN BEGINNING AT A POINT IN THE CENTER OF THE EXISTING ROADWAY, S. 89°06' W. 927.18 FEET TO THE CENTER OF THE EXISTING ROADWAY, CENTER LINE OF THE PRISON AVENUE, S. 89°06' W. 927.18 FEET TO THE COLORADO, PRODUCES S. 1°32' W. 21.87 FEET FROM THE NORTH LINE OF 13TH STREET, IN SAID CITY, TO THE NORTH LINE OF SAID SECTION 16 AND FROM SAID POINT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 16 AND THE CENTER LINE OF THE EXISTING ROADWAY OF THE D & G W. RAILROAD (ASPEN BRANCH) BEARS N. 18°34' E. 77.806 FEET; THENCE S. 1°13' W. 21.33 FEET ALONG THE CENTER OF THE ABOVE ROADWAY, THENCE N. 80°00' W. 12.68 FEET, THENCE N. 68°30' W. 16.60 FEET, THENCE N. 65°00' W. 31.00 FEET, THENCE N. 65°00' W. 22.52 FEET TO THE CENTER OF THE ROARING FORK RIVER, THENCE S. 23°02' E. 16.24 FEET ALONG THE CENTER LINE OF THE ROARING FORK RIVER; THENCE S. 69°42' E. 19.425 FEET, THENCE S. 70°18' E. 63.82 FEET, THENCE S. 69°42' E. 15.960 FEET TO A POINT OF BEGINNING.

(2.) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO CAESAR J. CHUCK, RECORDED AS DOCUMENT NO. 226621 IN BOOK 360 AT PAGE 127 OF THE RECORDS OF GARFIELD COUNTY.

(3.) A TRACT OF LAND SITUATED IN THE N1/2 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM ALFRED W. BURNS AND DORIS E. BURNS TO DARWIN V. RAYMOND AND EILEEN A. RAYMOND RECORDED AS DOCUMENT NO. 226671 IN BOOK 360 AT PAGE 187 OF THE RECORDS OF GARFIELD COUNTY.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S14°04'00"W ALONG THE EASTERLY PROPERTY LINE BETWEEN A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP HCE PLS3821S AND FOUND REBAR & 1-1/2" ALUMINUM CAP STAMPED PLS13174 ENG SURVEY TECH AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: DECEMBER 2 & 11, 2025.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON DEEDS RECORDED AS RECEPTION NO. 392946, 516464, 738541, 226619, 226621 AND 226671, RAILROAD RIGHT-OF-WAY LAND SURVEY PLAT DEPOSITED IN THE COUNTY SURVEYORS OFFICE AS MAP #734 AND MONUMENTS FOUND IN PLACE AS SHOWN HEREON.
5. THIS IMPROVEMENT SURVEY PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC, FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC, RELIED UPON TITLE COMMITMENT NO. GW63022267 ISSUED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE: OCTOBER 10, 2025.
6. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS. BEARINGS AND DISTANCES SHOWN IN PARENTHESSIS ARE OF RECORD SHOWN IN DEEDS RECORDED AS RECEPTION NO. 226619, 226621 AND 226671.
7. BUILDING DIMENSIONS SHOWN HEREON ARE TO THE EXTERIOR FINISHED MATERIALS AND DO NOT REPRESENT THE MEASUREMENTS TO THE FOUNDATION WALLS.

SURVEYOR'S CERTIFICATION

1. RODNEY P. KISER, HEREBY CERTIFY TO GENE L. SMITH (SELLER), CITY OF GREENWOOD SPURNS (BUYER) AND LAND TITLE GUARANTEE COMPANY, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SURROUNDING THE DESCRIBED PROPERTY, THE LOCATION OF ALL ENCROACHMENTS, EASEMENTS, OR RIGHTS AFFECTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS, UNDERGROUND UTILITIES, AND TUNNELS DESCRIBED IN THE LAND TITLE GUARANTEE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. GW6306262, OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT. THE SURVEYOR'S SIGNATURE SHOULD BE PLACED AT THE END OF THE PLAT AND BE FORESWORN BY THE SURVEYOR. NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC.

**CITY OF GLENWOOD SPRINGS
IMPROVEMENT SURVEY PLAT
1441 RIVERSIDE DRIVE - GLENWOOD SPRINGS
COUNTY OF GARFIELD - STATE OF COLORADO**

TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2025-393
DATE: December 11, 2025

DRAWN	SHEET 1 OF 1
RPK	
SURVEYED	
MAN DRS	



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Resolution 2025-33; State of Colorado Grant Intergovernmental Agreement (IGA)
Action Requested:	Council Approval of Resolution 2025-33; State of Colorado Grant Intergovernmental Agreement for Signature.
Department:	Public Works
Presented By:	Matthew Langhorst, Doug Hazzard
Strategic Goals:	Ensure Public Safety Preserve and Improve Infrastructure
Background Info:	The Electric Department, Grantee, applied for a grant to help fund the replacement of approximately 120 traditional explosion fuses on electrical power lines with spark-free, current-limiting fuses to prevent wildfires and improve grid resiliency. The award amount is \$101,250, the city will provide a \$33,750 labor cost match for the project. This is not a project that will be bid out for work, it will be bid out for material purchase and the city crews will complete installation of the spark free fusing.
Issues:	None at this time.
Fiscal Impact:	The grant award is for \$101,250. Our match of \$33,750 from the Electric Enterprise Fund.
Legal Review:	Legal has reviewed all of the attached documents.
Staff Recommendation:	Staff is recommending Council approval of Resolution 2025-33; State of Colorado Grant Intergovernmental Agreement for Signature.

STATE OF COLORADO GRANT INTERGOVERNMENTAL AGREEMENT

SUMMARY OF TERMS AND CONDITIONS

State Agency
Colorado Energy Office

Agreement Number
CTGG1 EFAA 26-

Grantee
City of Glenwood Springs

Agreement Performance Beginning Date
The Effective Date

Grantee UEI
FBD3FMSZHAZ4

Grant Expiration Date
January 1, 2028

Grant Award Amount
\$101,250.00

Program Name
Colorado Grid Hardening for Small and Rural
Communities Grant

Agreement Authority – Authority to enter into this Contract exists in CRS §24-38.5-101, et seq., and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

Project Description – Grantee will replace approximately 120 traditional expulsion fuses on electrical power lines with spark-free, current-limiting fuses to prevent wildfires and improve grid resiliency.

Principal Representatives

For the State:
John Parks
Colorado Energy Office
1600 Broadway Street, Suite 1960
Denver, CO 80202
Gov_gridresiliency@state.co.us

For Grantee:
Kimberly Delgado
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601
Kimberly.delgado@cogs.us

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

City of Glenwood Springs

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Energy Office
Will Toor, Executive Director

By:

By: Dominique Gómez, Deputy Director

Date: _____

Date: _____

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: Office of the Governor, Jonathon Bray, Controller

Effective Date: _____

1. PARTIES AND AUTHORITY

A. Parties

This Agreement is entered into by and between Grantee named on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Summary of Terms and Conditions page of this Grant Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement. By accepting the Grant Funds provided under this Grant Agreement, Grantee agrees to comply with the terms and conditions of this Grant Agreement and requirements and provisions of all Exhibits to this Grant Agreement.

B. Authority

i. Federal Authority

This Grant Agreement is funded, in whole or in part, with Federal funds made available pursuant to the Bipartisan Infrastructure Law (BIL) – Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants (Section 40101(d), 42 U.S.C. §18711(d)) of the Infrastructure Investment and Jobs Act of 2021 (IIJA).

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Grant Expiration Date shown on the Summary of Terms and Conditions page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date or after the Grant Expiration Date.

B. Initial Grant Term

The Parties’ respective performances under this Agreement shall commence on the Effective Date shown on the Summary of Terms and Conditions page for this Agreement and shall terminate on the Grant Expiration Date shown on the Summary of Terms and Conditions page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Agreement by providing Grantee with an updated Grant Agreement, an executed Amendment, or an executed Option Letter showing the new Grant Expiration Date.

D. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in

the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i**.

E. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Agreement" or "Intergovernmental Grant Agreement" or "Grant"** 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. "Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. "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.
- D. "Budget"** means the budget for the Work described in **Exhibit A**.
- E. "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.
- F. "CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. "Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. "Exhibits"** means the following exhibits attached to this Grant Agreement:
 - i. Exhibit A**, Statement of Work;
 - ii. Exhibit B**, DOE Special Terms and Conditions;
 - iii. Exhibit C**, Grant Federal Provisions; and
 - iv. Exhibit D**, Form of Option Letter.
- I. "Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include

payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

- J. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Energy (DOE), Grid Deployment Office (“GD”) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- K. “Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. “Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. “Initial Term”** means the time period defined in §2.B.
- O. “Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- P. “Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- Q. “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- R. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at §24-74-102, *et seq.*, C.R.S.
- S. “Recipient”** means the State agency shown on the Summary of Terms and Conditions page of this Agreement, for the purposes of this Federal Award.
- T. “Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- U. “State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- Z. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- BB. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- CC. **“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, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.
- DD. **“Expiration Date” or “Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

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

4. **STATEMENT OF WORK**

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

5. **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 Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. 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 Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement, an executed Amendment, or an executed Option Letter showing the new Grant Award Amount.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

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

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit A**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. 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). Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. REPORTING – NOTIFICATION

A. Monthly, Quarterly and Annual Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a monthly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement along with any reimbursement requests and related documentation. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than fifteen Calendar Days following the end of each calendar month or at such time as otherwise specified by the State.

Additionally, quarterly reports, as provided by the DOE and the State must be submitted to the State not later than fifteen Calendar Days following the end of each calendar quarter, according to the schedule provided in Exhibit A.

Annual Reports, as provided by the DOE and the State must be submitted to the State not later than the 15th of November of each year of the project and two years after the completion of the project.

B. Davis Bacon Act Reporting

Upon the start of the project implementation, the Subrecipient and any contractors employing electricians, linemen, and any laborers need to submit weekly Certified Payroll Reports (CPRs) to CEO via the LCPTracker platform to maintain compliance with Davis Bacon Act wage requirements. A full list of additional Davis Bacon Act compliance activities are fully described in Exhibit A.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the

final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Audits

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. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government. .

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. 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 updated PCI Data Security Standard from the PCI Security Standards Council for all PCI. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, 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. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

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., Grantee, including, but not limited to, Grantee’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.

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

11. 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.

12. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental 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.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, 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.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Summary of Terms and Conditions page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Summary of Terms and Conditions page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Summary of Terms and Conditions page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. 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.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

- i. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibits B and C at all times during the term of this Grant.

M. Order of Precedence

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

- i. Exhibit B, DOE Special Terms and Conditions;
- ii. Exhibit C, Grant Federal Provisions;
- iii. Colorado Special Provisions in §18 of the main body of this Grant;
- iv. The provisions of the other sections of the main body of this Grant Agreement;
- v. Exhibit A, Statement of Work, and;
- vi. Any executed Option Letter.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

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

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

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

E. COMPLIANCE WITH LAW.

Grantee 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 Agreement. 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 Agreement 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 Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Agreement 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 Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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RESOLUTION 2025 - 33

A RESOLUTION OF THE CITY COUNCIL OF GLENWOOD SPRINGS, COLORADO, APPROVING A STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT FOR ELECTRIC GRID RESILIENCY.

WHEREAS, the City of Glenwood Springs is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant administered by the Colorado Energy Office; and

WHEREAS, the City of Glenwood Springs has been awarded a grant of \$101,250 to replace traditional fuses with spark free, current-limiting fuses, and

WHEREAS, the City will provide funds for the grant of \$33,750 in labor cost match; and

WHEREAS, the City Council wishes to enter into the Intergovernmental Grant Agreement with Department of Energy.

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

Section 1. The above recitals are hereby incorporated as findings by the City.

Section 2. The City Council of the City of Glenwood Springs hereby approves and authorizes the Mayor or Mayor Pro Tem to sign the Intergovernmental Grant Agreement with the Colorado Energy Office.

INTRODUCED, READ, AND PASSED THIS 18TH DAY OF DECEMBER 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Erin Zalinski, Mayor Pro Tem

ATTEST:

Ryan Muse, City Clerk

Exhibit A – Statement of Work

Section 1: Program Description

The Colorado Grid Hardening for Small and Rural Communities was established by the Colorado Energy Office (CEO) to support Colorado's electric utilities in funding critical grid hardening projects to help improve grid resiliency in the State. Projects will be funded according to demonstrated need, impact, and project readiness. The State received U.S. Department of Energy (DOE) Grid Resilience formula funding for States and Tribes, which is from section 40101(d) of the Infrastructure Investment and Jobs Act (IIJA) of 2021 (i.e., Bipartisan Infrastructure Law (BIL)) which is the funding source for this Project. The resilience measures funded through this Program will support community-level resilience to reduce the frequency and duration of electric grid disruptions

Section 2: Project Background and Description

Grantee, the City of Glenwood Springs, will hire a qualified firm or use qualified in-house labor to: replace approximately 120 overhead expulsion fuses on electrical power lines with spark-free, current-limiting fuses to prevent wildfires and improve grid resiliency. Glenwood Springs is highly vulnerable to severe and frequent wildfires, and with consistent drought and dry grasslands, a spark from a blown fuse can result in a severe wildfire and disruptions to the power distribution system.

Section 3: Eligible and Ineligible uses of project funds

Eligibility of grant funding and project cost match is designated by the Grid Resilience Formula Funding ALRD from the U.S. DOE. Eligible activities, technologies, equipment, and hardening measures to reduce the likelihood and consequences of disruptive events include:

- A. fire-resistant technologies and fire prevention systems;

B. monitoring and control technologies;

Grant Funds may NOT be used for:

A. construction of a:

- i. new electric generating facility; or
- ii. large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events; or

B. cybersecurity.

Section 4: Grantee Key Personnel

- Kimberly Delgado, Electric Administrative Assistant, kimberly.delgado@cogs.us , 970-384-6352
- Yvette Gustad, Financial Director, yvette.gustad@cogs.us , 970-384-6421
- Kelsey Roper, Assistant Financial Director, Kelsey.roper@cogs , 970-384-6445

Grantee shall immediately notify the State if any of the above Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this grant agreement in part on Grantee representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, how Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect.

Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend work until such time as their replacements are approved by the CEO Program Manager or their designee.

Section 5: Work Tasks and Deliverables

- The Grantee shall complete the following work tasks and provide the following deliverables to CEO, subject to CEO's final approval and discretion.
- Any work product deliverables must comply with the [State of Colorado technical standards](#) related to technology accessibility and with Level A and AA of the most current version of the World Wide Web Consortium (W3C) [Web Content Accessibility Guidelines \("WCAG"\)](#), currently WCAG 2.2.
- This is a federal grant with CEO acting as a pass through entity. Therefore, all funds relating to this project, whether they be reimbursable expenses from the grant or local cost match, must comply with federal Code of Federal Regulations (CFR) Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR 200](#)).
- The administration of this grant is subject to [the Administrative and Legal Requirements Document \(ALRD\)](#) from the U.S. Department of Energy (DOE) Grid Deployment Office (GDO) and National Energy Technology Laboratory (NETL) for the Formula Funding to States and Indian Tribes for the BIL- Preventing Outages and Enhancing the Resilience of the Electric Grid. Note that in this ALRD, CEO is the "Recipient" and the Grantee from this SOW is referred to as the "Subrecipient".

Task 1 Project Communication and Administration

Description/Subtasks:

Task 1.1 - Kickoff Meeting

The Grid Resiliency Program Manager shall organize a 60 minute virtual kick-off meeting with Grantee and provide an agenda in advance within 30 calendar days of the effective date of this Grant Agreement. During this meeting, we will discuss the project timeline, procurement, reporting, federal and state compliance, all

tasks listed below, set up a monthly meeting cadence and answer any questions that may arise from CEO and Grantee.

Task 1.2 - Federal Funding Accountability and Transparency Act

Grantee is responsible for compliance with this act, also known as the Transparency act or “FFATA”. Grantee and Subgrantees are required to report award information on the government Website and register with U.S.

Government System for Award Management (SAM) at <http://www.sam.gov>, as well as posting the compensation for the top five (5) grossing executives at the Grantee’s organization. See **Exhibit C**, for specific information.

Task 1.3 - Monthly Meetings

The Grantee shall hold monthly meetings or coordination calls with CEO to be scheduled by the CEO Program Manager upon starting. These meetings are generally during the second week of the month (preceding the monthly reporting date on the 15th), starting the month following the kickoff meeting and each month thereafter during the grant implementation. If CEO determines that meetings should be held more or less frequently, CEO will communicate this with the Grantee in writing.

Task 1.4 - Monthly Report

The Grantee shall submit a monthly report to the CEO Program Manager via email using a template (excel spreadsheet) CEO will provide no later than the 15th day of the following month. The report shall summarize work for the previous month, including but not limited to project status, description of the project progress and tasks completed during the reporting period, budget spent and remaining by budget subcategory, quarterly spend plan for the current or next quarter (when submitting at the end of a quarter) and the subsequent quarter. If an invoice is being submitted for cost reimbursement, it should be included as a separate document (non-writeable PDF) with the monthly progress

report. Note that a monthly progress report is required regardless of whether or not an invoice is submitted.

Task 1.5 - Quarterly Progress Report

The Grantee shall submit a Quarterly Progress Report (“QPR”) to the CEO Program Manager via email no later than the 15th day of the month following the end of the quarter. The QPR will consist of a federal template (excel spreadsheet) CEO will provide and the Grantee will update on a quarterly basis to include: project status, description of the project progress and tasks completed during the reporting period, unanticipated outcomes or roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for the delay and a plan of action to bring back on schedule is required. The Grantee will report progress on the applicable build metrics, which the Grantee selected during the application process (on the Subrecipient Notification Form). This form includes a milestone log and risk management log that need to be updated on a quarterly basis. The selected build metrics for this project include:

1. Number of Distribution poles with other upgrades

Task 1.6 - Annual Report on Project Impacts

The Grantee shall submit an Annual report to the CEO Program Manager via email no later than November 15th of each project year and for two years following the completion of the project. The annual report will cover the Federal Fiscal Year (FFY) preceding the deadline, with the FFY defined as October 1 to September 30. This report will be completed on a form (excel spreadsheet) provided by CEO to the Grantee. In addition to overview information on the project, the Grantee will report on impact metrics selected by the Grantee during the application process (on the Subrecipient Notification Form). These impact metrics typically include measures of electrical power outages or interruptions in the impacted area and should be measured on only the impacted area (i.e. feeder-level for a local project) and need to include a five (5) year baseline of

data for the same impacted area for the five years directly preceding the project initiation. Impact Metrics for this project include:

1. Number of outages
2. System Average Interruption Duration Index (SAIDI)
3. Customer Average Interruption Duration Index (CAIDI)
4. System Average Interruption Frequency Index (SAIFI)

Task 1.7 - Weekly Certified Payroll Reports for Davis Bacon Act Compliance

The intent of the Davis Bacon Act (1931) is to protect laborers and electricians on federally funded construction projects by paying them locally prevailing wages and fringe benefits. If the project employs electricians, linemen or other laborers, Grantee or the contractor selected by grantee must pay these workers on a weekly basis and submit Weekly Certified Payroll Reports (CPRs). These CPRs need to be approved by the Grantee or subcontractor and approved by the Grantee via the [LCPTTracker Pro](#) online platform. The wages for these workers must meet or exceed local wage determinations by county and job type, as identified on [sam.gov](#), based on the wage determination lock in date, which will be the same as the signing of this contract. Apprentices must have an official apprenticeship certification with clear indications of what percentage of the full journeyman wage determination the apprentice is entitled to, based on their current step or level. This requirement needs to be fulfilled for all electricians and laborers, regardless of whether they are employed directly by the Grantee or through a subcontractor. A CPR needs to be submitted and approved for each week during the project implementation. For weeks in which no work was performed, a “No Work Performed” report must be submitted. However, if municipal employees are hired to perform this work, Grantee shall be exempt from the Davis Bacon Act requirements listed above.

Summary of Task 1 Deliverables

1.1 - Kickoff Meeting - Upon starting (ideally within two weeks of start).

1.2 - Federal Funding Accountability and Transparency Act

1.3 - Monthly Meetings - Beginning the month following the kickoff meeting and each month thereafter during the grant implementation.

1.4 - Monthly Reports - Due no later than the day 15th of the next month.

1.5 - Quarterly Progress Reports - Due on January 15, April 15, July 15, and October 15.

1.6 - Annual Reports - Due on November 15 during each project year and for 2 years after completion of the project.

1.7 - Weekly Certified Payroll Reports - Upload and certification one week after payroll closes for all electricians and laborers to [LCPTracker platform](#).

Table 1 - Reporting Schedule

Reporting Due Date	Monthly Report Due (Reporting Period)	Quarterly Progress Report Due (Reporting Period)	Annual Report Due
January 15	Yes (Dec 1-31)	Yes(1 st FFQ*, Oct-Dec)	No
February 15	Yes (Jan 1-31)	No	No
March 15	Yes (Feb 1-28/29)	No	No
April 15	Yes (Mar 1-31)	Yes (2 nd FFQ, Jan-Mar)	No
May 15	Yes (Apr 1-30)	No	No
June 15	Yes (May 1-31)	No	No
July 15	Yes (June 1-30)**	Yes (3 rd FFQ, Apr-Jun)	No
August 15	Yes (July 1-31)	No	No
September 15	Yes (Aug 1-31)	No	No
October 15	Yes (Sep 1-30)	Yes (4 th FFQ, Jul-Sep)	No
November 15	Yes (Oct 1-31)	No	Yes (FFY ,Oct 1-Sep 30)
December 15	Yes (Nov 1-30)	No	No

*FFQ = Federal Fiscal Quarter. The Federal Fiscal Year (FFY) runs Oct. 1 – Sept. 30.

****State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

Task 2 Materials Procurement

Procurement for both materials and contractors must follow federal and state procurement processes.

Task 2.1 - Build America Buy America (BABA) Compliance

For materials procurement, the Build America Buy America Act (BABA) is part of the IIJA (2021) Congressional Act, and all funds from this grant program are subject to BABA compliance. Grantee must ensure compliance per the [U.S. DOE BABA requirements](#) by ensuring all steel, iron, manufactured products and construction materials used in the construction used in the construction of projects funded by this grant are made in the USA and meet certain minimum requirements for components made in the USA.

BABA Compliance Deliverable - Grantee must create a detailed materials list with country of origin of all products **at least three months (90 calendar days) in advance of the construction work initiation** and work closely with their supplier to reduce the portion of non-domestically sourced materials.

Task 2.2 - BABA Waiver

If Grantee is unable to find all materials of domestic origin, they shall work with the CEO Program Manager to apply for a [Public Interest De Minimis, Small Grants or Minor Components BABA waiver](#) using [this form](#). Note that there are tight restrictions on each of these types of waiver. The most common waiver used in this program being the De Minimis waiver, which limits the amount of non-BABA compliant materials to 5% of the materials costs of the whole project, and is generally applied to nuts, bolts, arrestors, insulators, and connectors.

BABA Waiver Deliverable - If necessary, this waiver must be submitted to the CEO Program Manager **at least 75 calendar days prior to construction initiation.**

Table 2: Summary of Task 2: Materials Procurement Deliverables

<u>Task</u>	<u>Milestone/Performance Measure/Grantee will:</u>	<u>Complete by:</u>
2.1	Complete Plans & Specifications	90 days minimum in advance of the planned construction start date.
2.2	Put the project out to bid.	75 days minimum in advance of the construction start date.

Task 3 Contractor Procurement

If the Grantee elects to hire a qualified firm to complete all or a portion of the project work, the contractors must be selected through a competitive bidding process for all contracts exceeding \$50,000. If project circumstances require modifications of the timelines within the Agreement Term (prior to Agreement the Expiration Date), the CEO may modify the respective Task deadlines (except for the Agreement Effective Date and Agreement Expiration Date) in writing provided any such modifications are appropriately justified and mutually agreed upon in writing by both the CEO and Grantee.

Task 3.1 - Planning and Specifications

Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

Task 3.2 - Put Project out to Bid

Grantee shall put all projects or components of the project for which the budget is expected to exceed \$50,000 out to bid in a competitive marketplace, such as Bidnet. A construction contract shall be awarded to a qualified construction firm

through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications or to the RFP proposal providing the greatest value to the Grantee. This shall be completed within **90 calendar days** after the effective date of this grant agreement. Grantee shall provide to CEO all necessary forms relating to bidding and construction funded by DOE funds.

Task 3.3 Award and Finalize Subcontract

Grantee shall select the winning bid through an internal selection process that complies with the Grantee's internal procurement policy, award and finalize the subcontract within **75 calendar days** after the project goes out to bid. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to CEO upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

Task 3.4 - Provide CEO with Project Timeline

Grantee shall provide the CEO Program Manager with an updated project timeline within **30 calendar days after** the effective date of the subcontract.

Task 3.5 Contractor Mobilization or Begin Work

Grantee shall mobilize the contractor to begin work within **60 calendar days** after the effective date of the subcontract. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

Table 3: Summary of Task 3: Contractor Procurement Deliverables

<u>Task</u>	<u>Milestone/Performance Measure/Grantee will:</u>	<u>Complete by:</u>
3.1	Complete Plans & Specifications	Within 90 calendar days of the effective date of this Grant Agreement
3.2	Put the project out to bid.	Within 90 calendar days after the Effective Date of this Grant Agreement.
3.3	Award and finalize subcontract(s).	Within 75 calendar days after the project goes out for bid.
3.4	Provide CEO with Project Timeline.	Within 30 calendar days after the Effective Date of the subcontract(s).
3.5	Begin work/Contractor mobilization.	Within 60 calendar days after the Effective Date of the subcontract(s).

Task 4 Monitoring and Compliance

As a steward of federal funding, Grantee agrees to work closely with CEO to monitor and comply with all state and federal regulations. At all times, reports and monitoring should be conducted with the expectation that the documentation will be reviewed as part of an audit, and therefore should be as transparent, accurate and understandable to outside parties. CEO shall monitor this work on an as-needed basis. CEO may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

Task 4.1 - Single Audit Report

If Grantee expends \$750,000 or more during the Grantee's fiscal year in federal awards, they must have a single audit conducted for that year. See CFR [§](#)

200.501 for Audit Requirements and CFR [§ 200.514](#) for scope of audit. Grantee shall submit a copy of its audit report to CEO within 180 days of its fiscal year-end.

Task 4.2 - Davis Bacon Act Compliance

In addition to the Weekly Certified Payroll Reports in Task 1.8, Grantee and subcontractors must Post the applicable wage determination (from [sam.gov](#) and [U.S. Department of Labor Publication WH-1321](#) (Notice to Employees Working on Federal or Federally Assisted Construction Projects) in a prominent and accessible place.

Task 4.3 - Site Visit Hosting

During each project implementation year, the Grantee must be available to have the CEO Program Manager visit the project site to better understand the project, review policy implementation, double check materials used, BABA compliance and ask clarifying questions. The Grantee and subcontractors must make your employees available for brief interviews during annual site visits by the CEO Program Manager.

Section 5: Project Schedule, Reporting and Acceptance Criteria

Below is an overview of the project administration schedule including tasks 1.1 - 4.3 listed above.

Table 3: Project Schedule by Task

Task Number	Task Description	Due Date
1.1	Kickoff Meeting	Within one (1) month of Agreement Effective Date
1.2	Federal Funding Accountability and Transparency Act (FFATA) compliance	Within 14 calendar days of the execution of the

Task Number	Task Description	Due Date
	(sam.gov)	Agreement Effective Date, updated annually
1.3	Monthly Meetings	Starting the month after the kickoff call and thereafter
1.4	Monthly Reports	Due no later than the 15th of each month, reporting on the prior month
1.5	Quarterly Progress Report	Jan 15, Apr 15, Jul 15, Oct 15 during implementation
1.6	Annual Impact Metrics Report	November 15 each implementation year and two years after implementation
1.7	Weekly payment to and Certified Payroll Reports (CPRs) for linemen and laborers on project	Weekly during project implementation via lcptracker.com
2.1	Build America Buy America Compliance - Materials list with country of origin	At least 90 calendar days before construction begins
2.2	BABA de minimis waiver application (if necessary)	At least 75 calendar days before construction begins
3.1	Put project out to Bid	Within 90 calendar days after the Agreement Effective Date

Task Number	Task Description	Due Date
3.2	Award and Finalize Subcontract	Within 75 calendar days after the grant goes out to bid
3.3	Provide CEO with Project Timeline	Within 30 calendar days of the effective date of the subcontract
3.4	Contractor Mobilization or Begin Work	Within 60 calendar days after the effective date of the subcontract

Reporting

All reporting requirements are listed in Task 1:

- Task 1.4 - Monthly meetings with CEO Program Manager
- Task 1.5 - Monthly Report and reimbursement request
- Task 1.6 - Quarterly Progress Report
- Task 1.7 - Annual Reporting
- Task 1.8 - Weekly Certified Payroll Reports for Linemen and Laborers [If applicable]

Acceptance Criteria

CEO Program Manager or their designee shall determine whether deliverables meet the Work Task requirements in this Statement of Work. The Grantee shall submit all final deliverables to CEO by the dates established in this Statement of Work tasks above for CEO's Program Manager's or their designee's final review and approval.

Unless otherwise noted above, the Grantee shall submit all deliverables to the CEO Program Manager or their designee for up to two rounds of feedback before final approval. If needed, deliverables will be returned to the Grantee for modification before

they are considered complete and reimbursement is made. CEO (or other) anticipates that prior to submission, all deliverables shall go through an internal quality assurance process and as such, shall reflect the requirements of this Statement of Work.

All reports are to be submitted via email to the CEO Program Manager using the Excel reporting spreadsheets provided to the Grantee by CEO, with the exception of the CPRs, which are to be submitted via the LCP Tracker online platform.

Section 6: Budget and Cost Match

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of the budget table (Table 4) below. The maximum amount payable under this Agreement to Grantee by CEO shall be **\$101,250.00** as determined by the State and approved by the U.S. DOE from available funds.

Grantee shall provide at least **33.34% [or \$33,750]** Cost Match to the Federal Grant Funds, which is the same as **25%** of the Total Project Cost as documented by Grantee and verified by CEO at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Local Match Amount” column of Table 4 below.

Table 4 : Budget

Line #	Budget Sub-Category	Grant Funds	Local Match Amount	Total Project Cost	Local Match Funds Source
a.	Personnel	\$ 13,050	\$ 33,750	\$ 46,800	Grantee
b.	Fringe Benefits	\$ 14,040	\$ 0	\$ 14,040	Grantee
c.	Travel	\$ 0	\$ 0	\$ 0	Grantee
d.	Equipment	\$ 0	\$ 0	\$ 0	Grantee
e.	Supplies	\$ 48,960	\$ 0	\$ 48,960	Grantee
f.	Contractual	\$ 0	\$ 0	\$ 0	Grantee
g.	Other: (Bucket truck & Service Truck)	\$ 25,200	\$ 0	\$ 25,200	Grantee
h.	Indirect Charges	\$ 0	\$ 0	\$ 0	Grantee

Line #	Budget Sub-Category	Grant Funds	Local Match Amount	Total Project Cost	Local Match Funds Source
	Total	\$ 101,250	\$ 33,750	\$ 135,000	

Budget changes of 10% or less may be made between budget categories without written pre-approval from CEO Program Manager or their designee as long as the change does not modify the total maximum amount of this grant agreement. Budget changes over 10% may be made only with written pre-approval from CEO Program Manager and as long as the change does not modify the total maximum amount of the Agreement. All budget changes less than 10% must be emailed to the CEO Program Manager and included on the next monthly report. Upon the request of the Grantee, budget changes of over 10% between budget subcategories may be completed by CEO executing the Exhibit D Option Letter, selecting option (c) Budget Line Adjustment, completing section 2(c) and updating the SF-424 budget included in Grantee's initial application. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. CEO will verify the Grantee's contribution of "Local Match Funds" and compliance with this section at Project Closeout.

Note that if the project goes over budget, the Grantee is expected to absorb the additional costs in the cost match rather than asking to increase the grant amount.

Project Budget Lines - Definitions

- **"Personnel"** means all direct personnel wages of the Grantee for staff working directly on the project. All personnel for whom wages and fringe benefits are included as part of the grant budget for this project will need to track and submit 100% of their hours and submit to CEO with the monthly Status Report. This is to ensure accurate accounting of staff hours on the project. Wages may be "loaded" to include the fringe benefits. Wages for all laborers, electricians and linemen included in the project, whether employed by the Grantee, Contractor, or Sub-Contractor, are subject to Davis Bacon Act requirements of meeting local

competitive wage requirements, and will need to be paid weekly with certified payroll submissions through [LCP Tracker Pro](#).

- **“Fringe”** means the fringe benefits of direct personnel of the Grantee for staff working directly on the project.
- **“Equipment”** means tangible personal property (including information technology systems) that is a complete piece that does not require other components to make it function as intended, such as a bucket truck, excavator, or drone.
- **“Supplies”** are generally defined as components that are put together to create a functioning system or product, such as distribution poles, reclosers, conductors, insulators, and transformers. Please refer to the applicable Federal regulations in [2 CFR 200](#) for specific supplies definitions and treatment.
- **“Contractual”** means all vendors and contractors supplying commercial supplies or services used to support the project. For each vendor with a cost of \$50,000 or more, a competitive bidding process must be performed. If the vendor was preselected, a policy demonstrating the Grantee’s use of competitive bidding processes must be provided. Laborers and mechanics who work with the vendor on this project will need to meet Davis Bacon Act compliance, as described in “Personnel” above.
- **“Other”** means any direct costs for items required for the project which do not fit clearly into the other categories above.
- **“Indirect costs”** are overhead costs which follow [§ 200.414 Indirect \(F&A\) costs for the Federal guidance](#).

Section 7: Payment

All grant funding to the Grantee is on a reimbursement basis, provided that all reporting, invoicing, and supporting documentation is submitted accurately and according to the timeline described above. This documentation includes a monthly update on the spreadsheet provided by the CEO Program Manager, a reimbursement request invoice from the Grantee to CEO, and all related documentation, which includes but is not

limited to: invoices to the Grantee for approved project costs, proof of payment for those invoices, employee timesheets and paystubs, etc.

Payments shall be made in accordance with the provisions set forth in this Agreement. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. CEO may withhold payment(s) if such reports are not submitted timely.

Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* Section or based on a time and materials basis, if applicable, according to the task and deliverable budget above.

Grantee shall be compensated only for work and services performed by Grantee and accepted by the CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described above. Grantee shall be reimbursed no more than once a month based on the on-time submission of Grantee invoice and progress report.

The monthly progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable.

Section 8: Bonds

If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

Substitution. The bonding requirements in this bond section of the SOW may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

EXHIBIT B – SPECIAL TERMS AND CONDITIONS – U.S. GRID DEPLOYMENT OFFICE

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**SPECIAL TERMS AND CONDITIONS FOR USE IN FORMULA GRANTS ISSUED UNDER THE
GRID DEPLOYMENT OFFICE (GDO) ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT
(ALRD)**

LEGAL AUTHORITY AND EFFECT (JUNE 2015)

- (a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.
- (b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – APRIL 2024)

This assistance agreement consists of the Assistance Agreement Cover Page and Award Terms and Conditions, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist

- c. Applicable program regulations: NONE
- d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- e. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtr/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.nsf.gov/awards/managing/rtr.jsp>.
- h. Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL)

FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

COST MATCH

- a. "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 15 percent of their allocation. In addition, eligible entities performing resilience projects are required to provide a 100 percent cost match, unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, then the eligible entity is required to provide a one-third cost match.

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion.

- b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.
- c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

ANNUAL ALLOCATION REQUEST

The Recipient shall submit their annual allocation request in accordance with the instructions provided in the Reporting Requirements Checklist attached to this award. The Annual Allocation Request must be submitted to the DOE Program Manager whose name is in Block 15 of the Award Agreement and the DOE Award Administrator whose name is identified on Page 2 of the Assistance Agreement cover page.

The Annual Allocation Request must include the following information:

- SF 424 reflecting the current year allocation and cost match amounts.
- Cost Match Information for current year allocation.
 - Cost Match Value
 - Identify the source/organization of the proposed cost match.
 - Type of Cost Match (cash or in-kind)
 - Provide a description of their proposed cost match.
- Program Narrative – copy of current Program Narrative if there are no changes or an updated Program Narrative to reflect any changes. If changes have occurred, a Public Notice and Hearing must be documented in the updated Program Narrative.

RESILIENCE PROJECT AND SUBAWARD/SUBCONTRACT NOTIFICATION

For all resilience project subawards and any other subaward over \$250,000, the Recipient must notify the DOE Contracting Officer and Project Officer in writing prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the DOE determines, and provides the Recipient written notification, that the information provided is adequate.

In order to satisfy this notification requirement, Recipient documentation must, at a minimum, include the following:

- (a) Recipient confirms that the subawardee:
 - (i) is an eligible entity type identified in BIL section 40101(a)(2);
 - (ii) is a domestic entity; to qualify as a domestic entity, the entity must be organized, chartered or

incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;

- (iii) is not a debarred or a suspended entity; and
 - (iv) will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the “Davis-Bacon Act” (DBA).
- (b) Recipient confirms that:
- (i) the process undertaken to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318;
 - (ii) the proposed work to be done is an eligible activity identified in BIL Section 40101(e)(1);
 - (iii) the proposed subaward effort is consistent with the Program Narrative being executed under the award;
 - (iv) the primary purpose of the proposed project is not cyber security but that the implementation of the proposed project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their subaward;
 - (v) no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient’s written standards of conduct were followed;
 - (vi) as applicable, subaward/subcontracts address the Small Utilities Set Aside requirement set forth in BIL Section 40101(d)(6); and
 - (vii) all required award provisions will be flowed down in the resulting subaward/subcontract.
- (c) Recipient provides:
- (i) SF-424A Budget Information form and Budget Justification form for all resilience project subawards; and any other subaward over \$250,000;
 - (ii) a completed Environmental Questionnaire covering the subaward activity;
 - (iii) cost match commitment letter from the eligible entity committing to meet the cost matching as required in BIL Section 40101(h);
 - (iv) the proposed metrics that will be collected and reported in the Quarterly Progress Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;
 - (v) listing of Foreign Nationals for subrecipients/eligible entities and technical assistance contractors in accordance with the Foreign National Participation – Approval term;
 - (vi) Performance of Work in the United States waiver (if applicable);
 - (vii) Buy America for Infrastructure Projects waiver (if applicable);
 - (viii) Domestic entity waiver for subrecipients (if applicable); and
 - (ix) a summary/brief description of any application, similar in nature, submitted by the proposed subawardee to the DOE under BIL Section 40101(c), DE-FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

If a State or Indian Tribe petitions the Secretary to be designated as an eligible entity for the purpose of executing a resilience project, it must provide both the 15% cost match for the entire allocation made by DOE to the State or Tribe (see BIL section 40101(d)(8)) and the project specific cost match requirement of 100% or 1/3 (see BIL section 40101(h)).

REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. Additional reporting requirements apply to projects funded by BIL. As part of tracking progress toward key Departmental goals – ensuring justice and equity, creating jobs, boosting domestic manufacturing, reducing greenhouse gas emissions, and advancing a pathway to private sector – DOE may require specific data collection. Examples of data that may be collected include:

- project locations,
- measurable improvements of resilience,
- transmission capacity upgraded, expanded, or built,
- electricity storage capacity installed,
- funding leveraged,
- stakeholders engaged,
- technical assistance provided, and
- value of contracts or agreements with minority owned business for supplies, services, or equipment.

Recipients must maintain sufficient records to substantiate this information upon request.

FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (APRIL 2024)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State’s list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A “foreign national” is defined as a person without United States citizenship or nationality (may include a stateless person). DOE may elect to deny a foreign national’s participation in the award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

CATEGORICAL EXCLUSION (CX) – Initial Application

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on the initial information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby **authorizing use of funds for technical assistance and administrative project activities only.**

NEPA review and approval of proposed resilience project activities are required as per the Resilience Project and Subaward/Subcontract Notification Term. If any of the proposed projects are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the recipient elect to undertake activities prior to authorization from the DOE, the Recipient is doing so at risk and such costs may not be authorized and recognized as allowable cost.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

ELIGIBLE ENTITY PRIORITIZATION – 40101(d)(5)

In making subawards to eligible entities using funds made available under the program, the Recipient shall give priority to projects that, in the determination of the Recipient, will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events.

SMALL UTILITIES SET ASIDE – 40101(d)(6)

The Recipient shall ensure that, of the amounts made available to eligible entities, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the Recipient State or Indian Tribe (as applicable) that are served by those eligible entities.

TECHNICAL ASSISTANCE AND ADMINISTRATIVE EXPENSES – 40101(d)(7)

Of the amounts made available to the Recipient under the program each fiscal year, the Recipient may use not more than 5 percent for technical assistance (*see* BIL Section 40101(g)(1)(A)) and administrative expenses associated with the program.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY – GRID RESILIENCE

Acquisition of land or easements is not permitted under this grant program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this grant program, and therefore may be permitted.

EQUIPMENT (DECEMBER 2014) (NETL - MAY 2024)

Subject to the conditions provided in 2 CFR 200.313 and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property or permit encumbrance without prior written approval by the DOE Contracting Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. However, pursuant to the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period.

Subject to the vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 200.439 Equipment and other capital expenditures.

See 2 CFR 910.360 for supplemental requirements for Equipment for for-profit Recipients.

SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. Continues to use the property for the authorized project purposes;
- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The Recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316.

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient must include the insolvency, bankruptcy or receivership term in any for-profit/non-profit sub-award(s), at any tier.

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least **100%** of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the DOE that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

REPORTING SUBAWARD AND EXECUTIVE COMPENSATION (SEPTEMBER 2023)

a. Reporting of first-tier subawards.

1. **Applicability.** Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** The Recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
 - i. The total Federal funding authorized to date under this Federal award is \$30,000 or more as defined in 2 CFR 170.320;
 - ii. In the preceding fiscal year, the Recipient received:
 - a) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of the Recipients registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of total compensation of subrecipient executives.
 - 1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - i. In the subrecipient's preceding fiscal year, the subrecipient received;
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient
 - ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:

1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and
 - iv. A domestic or foreign for-profit organization;
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 - ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from the Recipient under this award; and
 - ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest-level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

B. Requirement for Unique Entity Identifier

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.
2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a unique entity identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient must include the following indemnity provision in any sub-awards to eligible entities performing the resilience projects at any tier:

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that Colorado Energy Office has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Colorado Energy Office does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that Colorado Energy Office does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872

of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

2. Reached its final disposition during the most recent five-year period; and

3. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (B) The value of all expected funding increments under a Federal award and options, even if not yet

EXPORT CONTROL (JUNE 2024)

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award. The Recipient must immediately report to DOE any export control investigations, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and for convictions/violations, provide the corrective action(s) to prevent future convictions/violations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APRIL 2024)

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;
- (3) Exercise an option to procure; or
- (4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (MARCH 2023)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

ORGANIZATIONAL CONFLICT OF INTEREST (APRIL 2024)

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

FRAUD, WASTE AND ABUSE (MARCH 2023)

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

TRANSPARENCY OF FOREIGN CONNECTIONS (APRIL 2024)

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the Recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
7. Any proposed changes to the equipment used on the project that would result in:
 - a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - b. Coded equipment where the source code is written in a foreign country of risk.
 - c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
 - d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)

- A. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- C. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS (MAY 2024)

A. Definitions

Components See 2 CFR 184.3 "Definitions."

Construction Materials See 2 CFR 184.3 "Definitions."

Buy America Preference, Buy America Requirement, or domestic content procurement preference"

means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Infrastructure See 2 CFR 184.4 (c) and (d).

Manufactured Products See 2 CFR 184.3 "Definitions."

Predominantly of iron or steel See 2 CFR 184.3 "Definitions."

Infrastructure Project- See 2 CFR 184.3 "Definitions."

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but

utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement for Infrastructure Projects (Buy America Requirement)

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or
- (iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

* Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

1. Waivers must be based on one of the following justifications:

- a) Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

- b) Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c) Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

2. Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

3. How to submit a waiver

Requests to waive the application of the Buy America Requirement must be submitted in writing to your cognizant Contracting Officer or Grants Officer.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB)

Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

DAVIS-BACON REQUIREMENTS (NETL – JUNE 2024)

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA) and its implementing regulations in 29 CFR parts 1, 3, and 5 (collectively the “Davis-Bacon Act Requirements”).

Award recipients shall provide written acknowledgement and confirmation of compliance with the Davis-Bacon Act Requirements which include but are not limited to:

1. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid at least the prevailing wage for their work classification on applicable projects.
2. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid on a weekly basis.
3. Ensuring that the applicable wage determination(s) for construction work performed by laborers and mechanics employed by the recipient, subrecipients, contractors, or subcontractors are identified and obtained from the database at www.sam.gov, by 1) selecting “Wage Determinations,” then, 2) selecting “Public Buildings and Public Works,” then, 3) filtering search results by State (selecting the appropriate state from the drop-down menus), and by County or Independent City (selecting the appropriate County/Independent City from the drop-down menu) in which the work will take place, then, 4) selecting the appropriate construction type (e.g., Building, Residential, Heavy, or Highway). The appropriate wage determination number hyperlink should be selected from the result. If the wage determination which opens lists a “Last Revised Date” after the date of the contract award/start of construction, then scroll to the bottom of the document, and under History, click on the wage determination with the date closest to, but still before the date of contract award/start of construction.
4. Ensuring that applicable wage determination(s) are uploaded to LCPtracker (see below section on LCPtracker).
5. Ensuring that the applicable wage determination(s) and the required contract provisions per 29 CFR 5.5 are flowed down to and incorporated into any applicable contracts/subcontracts or subrecipient awards.
6. Preserving a copy of the applicable wage determination(s) identified and obtained from www.sam.gov, for a period of 3 years after the construction, alteration or repair work herein is completed.
7. Maintaining responsibility for compliance by any lower-tier subcontractors or subrecipients subject to the Davis-Bacon Act Requirements.
8. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy as needed and identifying potential compliance issues.
9. Maintaining original certified weekly payrolls for 3 years after the completion of the project and making those payrolls available to the Department of Energy or the Department of Labor upon request.

10. Conducting site-visit interviews with employees as needed to provide reasonable assurance of compliance with subcontractors and subrecipients.
11. Cooperating with authorized representatives of the Department of Energy or Department of Labor in the inspection of DBA-related records, on-site interviews of laborers and mechanics, and other reasonable requests related to a DBA investigation.
12. Posting in a prominent and accessible place the applicable wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
13. Notifying the Contracting Officer of Davis-Bacon Act Requirement issues, including complaints, violations (as defined in 29 CFR 5.7), disputes (pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14), disputed DBA-related determinations, Department of Labor investigations, or legal/judicial proceedings related to the Davis-Bacon Act Requirements under this contract, subcontract, or subrecipient award.
14. Preparing and submitting the Semi-Annual Labor Enforcement Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in Attachment 2, Federal Assistance Reporting Checklist.
15. Maintain competency in complying with Davis-Bacon Act Requirements. The Contracting Officer will notify the recipient of any DOE-sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

To avoid voluminous attachments under this award, all applicable wage determination(s) included in the www.sam.gov database and uploaded to LCPtracker are incorporated by reference herein as if set forth and attached in full. The applicable wage determination(s) are effective herein even if they have not been attached to the contract/subcontract(s) or subrecipient awards thereunder or have not been correctly identified and obtained from www.sam.gov and/or uploaded to LCPtracker.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

Davis-Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (SEPTEMBER 2023)

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take. See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b11ec9d8e6fecb6c710ec>.

Additionally, for construction projects valued at \$35 million or more and lasting more than one year, Recipients, subrecipients, contractors, or subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

CONSTRUCTION SIGNAGE (MAY 2024)

The Recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/design>). Proposed signage costs that meet these specifications are an allowable cost and may be included in the proposed project budget.

POST AWARD DUE DILIGENCE REVIEWS (APRIL 2024)

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk

mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award. As part of the research, technology, and economic security risk review, DOE may contact the Recipient project team members for additional information to inform the review.

Exhibit C, Grant Federal Provisions

1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a non-federal entity;
 - 2.1.2.2. a non-profit organization or for profit organization;
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” organization, that:
 - 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 - 2.1.8.4. Is not an IHE.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the

Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

- 5.1.2. In the preceding fiscal year, Subrecipient received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.frsrc.gov>.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or

the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1.Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2.Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3.Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors - Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

- 16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

EXHIBIT D OPTION LETTER [Insert #]**SIGNATURE AND COVER PAGE**

State Agency Colorado Energy Office	Previous Agreement #(s) [Insert CTGG1 number for original Agreement, and any prior change docs]	Option Letter Number [Insert Option Letter number for this Amendment]
Grantee [Insert Grantee's Full Legal Name]	Agreement Performance Beginning Date	
Project Description [Insert CEO's project number and name]	Grant Award Amount Initial Award: \$[Insert original award amount] Total Grant Amount: \$[Insert total award to date]	
Program Name Grid Hardening for Small and Rural Communities OR Advanced Grid Monitoring Programs	Prior Grant Agreement Expiration Date [Insert Month Day, Year]	Current Grant Agreement Expiration Date [Insert Month Day, Year]

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Energy Office By: _____ Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Jonathon Bray, Office of the Governor, Controller Date: _____

EXHIBIT D

- 1) OPTIONS:** Choose all applicable options listed in §1 and in §2. Indicate your selection(s) by entering 'X' in the appropriate cell(s).

a. Option to extend <i>(use this option for Extension of Time)</i>
b. Change in the Grant Award Amount within the current term <i>(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)</i>
c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) <i>(use this Option to redistribute existing Grant Funds between budget lines)</i>

- 2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **Section 2(C)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Energy Office, and **[Insert Grantee's Name]**, the State hereby exercises its option for an additional term beginning **[Insert start date]** and ending on **[Insert ending date]**. Tables in **Sections 4.3 and 4.6.1 of Exhibit A** are deleted and replaced with the following:

Milestone/Performance Measure	Complete By:
Put Project out to bid.	Within 90 days of the Effective Date of this Contractual Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 75 days of the project going out to bid
Provide CEO with Project Timeline	Within 30 days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within 60 days of the Effective Date of the subcontract(s).
Submit Monthly Reimbursement Requests	Monthly, by the 15th of the following month.
Submit Quarterly Status Reports	Monthly, by the 15th of the following month.
Submit Quarterly Progress Reports (QPR)	See §4.5.2 below
Submit Project Annual Report	Annually on November 15 of each project year, including two federal fiscal years (Oct 1-Sept 31) after project completion.

Quarter	Year	Due Date	Quarterly Progress Report
1st (Jan-Mar)	2025	April 15, 2025	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025¹	Yes
3rd (Jul-Sep)	2025	October 15, 2025	Yes
4th (Oct-Dec)	2025	January 15, 2026	Yes
1st (Jan-Mar)	2026	April 15, 2026	Yes
2nd (Apr-Jun)	2026	JULY 15, 2026¹	Yes
3rd (Jul-Sep)	2026	October 15, 2026	Yes
4th (Oct-Dec)	2026	January 15, 2027	Yes
1st (Jan-Mar)	2027	April 15, 2027	Yes
2nd (Apr-Jun)	2027	JULY 15, 2027¹	Yes
3rd (Jul-Sep)	2027	October 15, 2027	Yes
4th (Oct-Dec)	2027 ²	January 15, 2028	Yes

¹ State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

² This schedule will continue on the same quarterly basis through the end of the grant implementation and including the quarter following the end of the grant implementation.

EXHIBIT D

- b. **For use with Option 1(b):** In accordance with **Section 5(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Energy Office, and **[Insert Grantee's Name]**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **[Insert amount of increase or (decrease)]**, from **[Insert beginning dollar amount]** to **[Insert ending dollar amount]**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Grant Agreement is hereby changed to **[Insert ending dollar amount]**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit A**, are deleted and replaced with the following:

In first table for Option 1(b), please enter each Cost Category's budget line number. In both Option 1(b) tables, please enter funding amounts where prompted, totaling when requested.

Line #	Cost Category	Grant Funds	Local Match Funds	Total Project Cost	Local Match Funds Source
	Personnel	\$	\$	\$	Grantee
	Fringe Benefits	\$	\$	\$	Grantee
	Travel	\$	\$	\$	Grantee
	Equipment	\$	\$	\$	Grantee
	Supplies	\$	\$	\$	Grantee
	Contractual	\$	\$	\$	Grantee
	Construction	\$	\$	\$	Grantee
	Other	\$	\$	\$	Grantee
	Indirect Charges	\$	\$	\$	Grantee
	Total	\$	\$	\$	

- c. **For use with Option 1(c):** In accordance with **Section 5(A)(i)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Energy Office, and **[Insert Grantee's Name]**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit A** is deleted and replaced with the following:

In the Option 1(c) table, please enter each Cost Category's budget line number(s) and enter funding amounts where prompted, totaling when requested.

Budget Line(s) Line #	Budget Line(s) Cost Category	Grant Funds	Local Match Amount	Total Project Cost	Local Match Funds Source
	Personnel	\$	\$	\$	Grantee
	Fringe Benefits	\$	\$	\$	Grantee
	Travel	\$	\$	\$	Grantee
	Equipment	\$	\$	\$	Grantee
	Supplies	\$	\$	\$	Grantee
	Contractual	\$	\$	\$	Grantee
	Construction	\$	\$	\$	Grantee
	Other	\$	\$	\$	Grantee
	Indirect Charges	\$	\$	\$	Grantee
	Total	\$	\$	\$	

EXHIBIT D

- 3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **[Insert Date, if applicable]**, whichever is later.

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City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item: December 4, 2025 Council Minutes

Action Requested: December 4, 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
DECEMBER 4, 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. 1:08 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, Deputy Chief of Police John Hassell, Finance Director Yvette Gustad, Director of Operations Tim Bergman, Director of Economic and Community Development Trent Hyatt, Senior Planner Emery Ellingson, Senior Planner Watkins Fulk-Gray and Fire Marshal Robin Pitt.

Item 2. 1:27 Agenda Changes

There were none.

Item 3. 1:31 Disclosure of Any Councilor Conflicts of Interest

There were none.

Item 4. 1:40 Citizens Appearing Before Council and Council Response (for items not on the agenda - comments limited to 3 minutes)

Glenwood Springs resident Laurie Chase made a comment regarding an interaction with Glenwood Springs Police Department.

Glenwood Springs resident Ned Carter made a comment regarding interactions with Glenwood Springs Police and Fire Departments.

Item 5. 10:32 Council Announcements

Councilor Schachter and Councilor Schmahl made comments about using the council time to complain about staff members.

Councilor Townsley made an announcement about upcoming events at the community center as well as discount memberships for the community center.

Councilor Smith made an announcement about the transportation meeting conversation on bike sharing, Silver Sage project information, Midland Avenue wall work, and a team effort for Bethel Plaza furniture refinishing.

Mayor Dehm announced that council members will be at the Holiday Bazaar at the Community Center on Saturday from 9am-1pm to engage with citizens.

Item 6. 18:53 Consent Agenda

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

Item 7. 19:30 School District RE-1 Update and Request for Financial Assistance

City Manager Steve Boyd opened the item. Superintendent Anna Cole and Director of Student and Family Services Kelly Medina at Roaring Fork School District presented on the item.

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

Mayor Dehm opened the item for public comment.

There were none.

Mayor Dehm closed the public portion.

50:57 Mayor Pro Tem Zalinski moved, seconded by Councilor Weimer, to approve the request of \$160,000 of support for mental health facilities in our schools with funding coming from our marijuana and tobacco funds.

Councilor Schmahl made a comment.

53:22 The motion passed 6:1 with Councilor Schmahl voting against.

Item 8. 53:48 Canyon Vista Financial Contribution

Senior Planner Watkins Fulk-Gray opened the item.

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

Kyle Ervin, Construction Project Manager from Cohen Esrey, presented on the item.

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

City Manager Steve Boyd, City Attorney Karl Hanlon, Alex Daue and Carolyn Meadowcroft of the Workforce Housing Fund Advisory Board, answered questions.

Mayor Dehm opened the item for public comment.

Alex Daue and Carolyn Meadowcroft made comments.

Mayor Dehm closed the public portion.

2:37:51 Councilor Townsley moved, seconded by Mayor Pro Tem Zalinski, to approve the funding, including the backfill from 2C with details worked out by Karl and Steve, and avoid using funds from the general fund, including 40 units instead of 20.

Councilor Schacter, Councilor Smith, Councilor Townsley, Mayor Pro Tem Zalinski, and Mayor Dehm made comments.

2:50:51 The motion passed unanimously.

Item 9. 3:00:45 Resolution 2025-29; Affirming Intent to Follow Proposition 123 Expedited Review Guidance

Senior Planner Watkins Fulk-Gray opened the item.

Councilor Townsley and Councilor Schmahl asked questions and made comments.

Mayor Dehm opened the item for public comment.

There were none.

Mayor Dehm closed the public portion.

3:06:58 Councilor Schachter moved, seconded by Councilor Weimer, to approve Resolution 2025-29; Affirming Intent to Follow Proposition 123 Expedited Review Guidance.

3:07:29 The motion passed unanimously.

Resolution 2025-29; Affirming Intent to Follow Proposition 123 Expedited Review Guidance as passed on December 4, 2025 has been changed to Resolution 2025-29A due to duplicate numbering

Item 10. 3:07:33 Resolution 2025-30; Excessive Alarm Fee Schedule

Item moved to December 18th meeting.

Item 11. 3:07:33 Resolution 2025-31; Living Facility Non-transport Call Fee Schedule

Item moved to December 18th meeting.

Item 12. 3:07:35 Ordinance 2025-37; Appropriating Funds for the Fiscal Year 2026 (One Reading)

Finance Director Yvette Gustad opened the item.

Councilor Weimer asked a question and made a comment.

Mayor Dehm opened the item for public comment.

There were none.

Mayor Dehm closed the public portion.

3:09:11 Councilor Townsley moved, seconded by Mayor Pro Tem Zalinski, to that we approve Ordinance 2025-37; Appropriating Funds for the Fiscal Year 2026 as written.

3:09:36 The motion passes unanimously.

Item 13. 3:09:44 Council Comments

Councilor Smith thanked staff for scheduling the executive session in the afternoon rather than late at night. He also made comments about speed camera data updates, license plate obscuring, council work session topics, council procedure, municipal court, and the book recommended by Councilor Schacter called A Walk Around the Block.

Councilor Townsley made a comment about encouraging the citizen comments time for feedback.

Councilor Schmahl made a comment about the citizen remarks from earlier in the meeting.

Mayor Pro Tem Zalinski made a comment about ice melt on red mountain being dog friendly. She also commented encouraging people to email council members with feedback as another way to engage.

Mayor Dehm commented about council engaging with the public at the Holiday Bazaar this weekend. He requested scheduling of a council breakfast. He made a comment about the Hotel Colorado lighting ceremony and the successful coordination between the hotel and the city.

Item 14. 3:27:04 Report from City Administration

City Manager Steve Boyd reported on staff related to the citizen comments earlier in the evening. He also made a comment about emails getting lost as well as needing a council member to serve as representative for the Ruedi Water and Power Authority (RWAPA).

Item 15. 3:29:32 Social Event Announcement

The social event will take place at El Tapatio following the meeting.

Item 16. 3:29:52 Adjournment

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



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Resolution 2025-31; Living Facility Non-transport Call Fee Schedule
Action Requested:	Consider the fee schedule associated with Ordinance 2025-31; Emergency Medical Service Call Fees.
Department:	City Administration
Presented By:	Joseph Deras
Strategic Goals:	Provide Efficient and Responsive City Government Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	Ordinances set or change the municipal code while resolutions set the actual fees. Resolutions regarding fee schedules are typically not put on the agenda until the second reading of an ordinance.
Issues:	NA
Fiscal Impact:	This fee schedule will decrease the waste of taxpayer resources.
Legal Review:	Legal drafted this resolution.
Staff Recommendation:	Staff recommends that Council pass this resolution.

RESOLUTION 2025- 31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, SETTING FEES
FOR LIVING FACILITY NON-TRANSPORT EMERGENCY
MEDICAL SERVICES CALLS.**

WHEREAS, the City staff have identified that excessive and/or unnecessary requests for the City’s Emergency Medical Services (“EMS”) are causing a significant misuse of the manpower and resources of the City by causing the dispatch of emergency units to facilities which should be equipped to handle minor medical issues and which renders EMS units out of service and unavailable to respond to legitimate emergency situations; and

WHEREAS, City staff recommended and Council adopted certain changes to the Municipal Code regarding assessing fees for Living Facility non-transport EMS calls, and

WHEREAS, City Council finds that the Living Facility Non-Transport Fees as set forth below are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the following Living Facility Non-Transport Fees effective January 1, 2026:

- i) First Living Facility Non-Transport call in 12 months – no fee
- ii) Second Living Facility Non-Transport call in 12 months - \$1,500.
- iii) Third or more Living Facility Non-Transport Fee in 12 months - \$2,500.

INTRODUCED, READ, AND PASSED THIS 18TH DAY OF DECEMBER 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Resolution 2025-30; Excessive Alarm Fee Schedule
Action Requested:	Consider the fee schedule associated with Ordinance 2025-32; Excessive Alarms. Council is asked to create the amounts for tier.
Department:	City Administration
Presented By:	Trent Hyatt
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:	Ordinances set or change the municipal code while resolutions set the actual fees. Resolutions regarding fee schedules are typically not put on the agenda until the second reading of an ordinance.
Issues:	We understand that false alarms happen from time to time and are prepared to absorb some of these calls. However, in a few instances these calls are unnecessarily frequent. In those cases we are seeking to recover costs, which has acted as an incentive in other communities for residents and businesses to fix the root problem causing repeated false alarms.
Fiscal Impact:	Nominal revenue.
Legal Review:	Legal drafted this resolution.
Staff Recommendation:	Staff recommends Council pass this resolution.

RESOLUTION 2025- 32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, SETTING FEES
FOR EXCESSIVE ALARMS.**

WHEREAS, the City staff have identified that excessive and/or unnecessary emergency alarms are causing a significant misuse of the manpower and resources of the City by causing the dispatch of emergency units to the scene of an emergency alarm, which renders them out of service and unavailable to respond to legitimate emergency situations; and

WHEREAS, City staff recommended and Council adopted certain changes to the Municipal Code regarding assessing fees for unnecessary and excessive alarms, and

WHEREAS, City Council finds that the Unnecessary Alarm Fees as set forth below are necessary and appropriate.

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

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

Section 2. The City Council of the City of Glenwood Springs hereby adopts the following Unnecessary Alarm Fees effective January 1, 2026:

- i) First two Category II Emergency Alarms in 12 months – no fee
- ii) Third Category II Emergency Alarm in 12 months - \$_____.
- iii) Fourth Category II Emergency Alarm in 12 months - \$_____.
- iv) Fifth or more Category II Emergency Alarm in 12 months - \$_____.

INTRODUCED, READ, AND PASSED THIS 18TH DAY OF DECEMBER 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item:	Ordinance 2025-38 Fourth Quarter Budget Amendment (One Reading)
Action Requested:	Approval of Ordinance 2025-38 amending the 2025 budget.
Department:	City Administration
Presented By:	Steve Boyd
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:	Each year we amend the current budget to reflect projects that were in last year's budget and carried over, projects that were budgeted in this fiscal year and will carry into the next, and things that were not in the originally approved budget.
Issues:	None
Fiscal Impact:	See itemized appropriation attached.
Legal Review:	NA
Staff Recommendation:	Staff recommends approval of Ordinance 2025-38 amending the 2025 budget.

ORDINANCE NO. 38

Series of 2025

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

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 18th DAY OF DECEMBER, 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Marco Dehm, Mayor

Ryan Muse, City Clerk

Exhibit A

Ordinance 2025-38 Budget Amendment #5 Fourth Quarter

Fund	Org	Object	Increase	Decrease	Decription	Account
<u>General Fund (revenues above the black line, expenses below)</u>						
01	100040	42310		300,000	Grant revenue not materialized	Grants
01	100040	42310	70,000		Highway Use Tax Increase	Highway Use Tax
02	100040	42240		220,000	Severance tax forecast not realized	Severance Tax
01	100060	43630		200,000	Mineral lease revenue not realized	Mineral Lease
01	100060	43910		38,000	Cost reimbursement from other entities	Cost Reimbursement
01	100060	43920		50,000	Insurance reimbursement	Insurance Reimbursement
01	0120050	42417		30,000	Parking fees and fines	Parking Fees and Fines
01	0125030	42110		250,000	Building permit forecast not met	Building Permits
01	0125050	42412		250,000	Plan check and record fee forecast not met	Plan Check and Record Fee
01	0125050	42430	80,000		Planning fees	Planning Fees
01	01113	51120		100,000	Part time salary savings	Part-Time Employees
01	01113	51210		50,000	Health insurance from open community center positions	Health Insurance
01	01114	51710		20,000	DocuSign software fees moved to I.T.	Professional Services
01	01114	53510	30,000		Property insurance adjustment	Property Insurance
01	01114	53520	65,000		Liability and casualty insurance adjustment	Liability Insurance
01	01115	51110		100,000	Human Resources positions open	Regular Employees
01	01115	51210		50,000	Human Resources health insurance adjustment	Health Insurance
01	01115	51250		10,000	Human Resources FICA	FICA
01	01115	51260		10,000	Human Resources retirement contributions	Retirement Contributions
01	01115	51710	40,000		Human Resources managed salary study	Professional Services
01	01116	51110		75,000	Finance salaries	Regular Employees
01	01116	51110	20,000		Firewall implementation project	Regular Employees
01	01117	51110		75,000	IT salaries	Regular Employees
01	01117	51210		10,000	IT health insurance	Health Insurance
01	01117	52610	20,000		Docusign software as a service	Professional Services
01	01118	51710	30,000		Networking and firewall implementation	Technology
01	01119	51710		20,000	Legal services under budget	Professional Services
01	01120	51710		70,000	Under budget on digital accessibility and leadership training	Professional Services
01	01120	51710		750,000	Under budget on legal expenses to oppose mine expansion	Mine Opposition
01	01121	51110		50,000	Salary savings in open facilities position	Facilities
01	01121	51210		50,000	Facilities health insurance adjustment	Health Insurance
01	01121	51610	50,000		Facilities supplies	Supplies
01	01121	51710	50,000		Locker room supplemental cleaning contract	Professional Services
01	01121	51810	60,000		Maintenance and repair expnses	Maintenance and Repair
01	01122	51110		\$50,000	Open positions in recreation department	Regular Employees
01	01122	51120		\$50,000	Open part time positions in recreation department	Part-Time Employees
01	01122	51210		\$20,000	Health insurance savings in recreation department	Health Insurance
01	01144	51110		\$40,000	Open position in engineering	Regular Employees
01	01144	51210		\$20,000	Health insurance savings in engineering department	Health Insurance
01	01153	51110	\$25,000		Over budget in wages in streets department	Regular Employees
01	01154	51120	\$30,000		Part time salaries in parks department	Part-Time Employees
01	01154	51110		\$10,000	Under budget in retirement savings in parks department	Retirement Contributions
01	01999	55960	\$240,000		Increase in subsidy to fire department	Transfer to FIRE/EMS

Ordinance 2025-38 Budget Amendment #5 Fourth Quarter

Fund	Org	Object	Increase	Decrease	Decription	Account
<u>Tourism</u>						
05	0500020	41410		\$125,000	Missed forecast for accommodations tax	Accomodations Tax
05	05111	56423	\$16,000		Additional travel expense	Travel
<u>Workforce Housing</u>						
06	0600020	41410		\$125,000	Missed forecast for accommodations tax	Accomodations Tax
<u>Bus Tax</u>						
18	18170	51710	\$400,000		Comprehensive safety action plan	Professional Services
<u>Water</u>						
21	2145056	42310		\$800,000	Grant not received	Grants
<u>Broadband</u>						
22	22227	51110	\$70,000		Broadband wages	Regular Employees
22	22227	51150	\$20,000		Standby and Callback	Standby and Callback Pay
22	22227	52610	\$80,000		Increase in cost of Calix and Great Lakes software	Technology
22	22227	55610	\$90,000		Adjustment to depreciation	Depreciation
<u>Trash</u>						
28	2830050	42850	\$128,000		Revenues underestimated	Trash Service Fee
28	2830060	43510		\$9,000	Reduce interest earned from low fund balance	Interest
28	28620	51710	\$164,000		Cost to contractor for trash pick-up service	Professional Services
<u>Landfill</u>						
29	29610	51110	\$50,000		Landfill salaries	Regular Employees
29	29610	51810	\$150,000		Maintenance and repair costs	Maintenance and Repair
<u>General Improvement District</u>						
37	37282	60000		\$225,000	Parking garage repairs not completed	Projects
<u>Fire and EMS</u>						
43	43133	51110	\$200,000		Fire personnel wages	Regular Employees
43	4300070	44370	\$240,000		Increase in subsidy to fire department	Transfers from Gen Fund
43	4320040	42310		\$950,000	Reduction in grant revenue not received in 2025	Grants
43	43133	51710		\$950,000	Grant not recognized in 2025	Grants
<u>Fire Equipment Replacement Trust</u>						
70	59525			\$3,400,000	Appropriation for land for fire station not acquired	Land Acquisition
			<u>\$2,418,000</u>	<u>\$9,552,000</u>		



City Council
STAFF REPORT
City of Glenwood Springs
December 18, 2025

Agenda Item: Social Event Announcement

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

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: