



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
AUGUST 15, 2019
101 W. 8TH STREET
6:15 PM

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.

**EXECUTIVE SESSION AND WORK SESSION, 2ND FLOOR, MORGRIDGE COMMONS,
802 GRAND AVE**

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|--------|----|---|------------------------|
| 9:00am | 1. | Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b), and (e), related to URA, Ross Litigation, Adventure Paragliding, RMR and MOC. | Information/Discussion |
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| 10:00am-
1:00pm | 2. | Council Leadership Retreat | Information/Discussion
Presentation |
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| | PRE-MEETING | | ACTION |
| 3:30pm | 1. | Review of Regular Session Agenda | Information/Discussion |
| | 2. | Council Comments/ Future Agendas | Information/Discussion |

- | | | | |
|--------|----------------------|--|------------------------|
| | WORK SESSIONS | | Information/Discussion |
| 3:45pm | A. | Budget 2020 VALE, Marijuana Tax, Conservation Trust, GID, Cemetery, Fire/EMS, Fire Equip Replacement | Information/Discussion |

6:00pm Meeting Set-up

REGULAR SESSION

- | | | | |
|--------|----|---|--------------------------|
| 6:15pm | 3. | Roll Call | Quorum |
| | 4. | Pledge of Allegiance | |
| | 5. | Agenda Changes & Conflicts | Information |
| | 6. | Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes) | Information |
| | 7. | Council Comments | Information/Discussion |
| 7:00pm | 8. | Consent Agenda | Discussion and/or Action |
| | | <i>All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion on these items unless a Councilmember or Audience Member so requests.</i> | |
| | A. | Approval of Regular Minutes from August 1, 2019 meeting | |
| | B. | Ordinance No 21, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Establishing License Twenty-One Years of Age, Further Regulating the Sale of Tobacco Products, and Amending Titles 050 and 120 of the Glenwood Springs Municipal Code (SECOND READING) | |

- C. IGA with the Garfield County Clerk for Coordinated Election
- D. Firm Electric Power Service Contract Extension with Western Area Power Administration

ACTIONS AND/OR PRESENTATIONS

7:10pm	9. YouthZone	Presentation
7:20pm	10. Resolution 2019-33, A Resolution of the City of Glenwood Springs, Colorado Setting the Title and Content of a Ballot Issue for a Tax Increase to be submitted at the Election to be held on November 5, 2019	Discussion and/or Action
7:30pm	11. Resolution 2019-34; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting a Fee for a Tobacco Product Retail License.	Discussion and/or Action
7:40pm	12. Ordinance No 23, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Glenwood Municipal Code Regarding the Regulation of Smoking in Public Places (FIRST READING)	Discussion and/or Action
7:50pm	13. Ordinance No 24, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending the Glenwood Springs Municipal Code Regarding the Regulation of Solicitation, Camping, Sleeping, and Inhabitation within the City (FIRST READING)	Discussion and/or Action
8:00pm	14. 6th Street Roundabout Landscaping - Update and Discussion	Discussion and/or Action
8:10pm	15. Planning Item 28-19, Appeal of Planning and Zoning Commission Denial for a Variance request on lot size standards in the RM2 zone district.	Discussion and/or Action
8:30pm	16. Planning Item #16-19, Consideration of a Request for a Special Use Permit for a Retail Marijuana Establishment in the M1 Mixed-Use Corridor District at 2550 CO Highway 82, Suite A112	Discussion and/or Action
9:10pm	17. Broadband Implementation Strategy	Discussion and/or Action
9:35pm	18. Confluence RFQ Direction	Discussion and/or Action
9:45pm	19. 2020-2025 Strategic Plan Approval	Discussion and/or Action
10:00pm	20. Report from City Administration	Information
	A. City Manager	
	i. FMLD and DOLA Grant Applications	Discussion and/or Action
	B. City Attorney	
	C. Correspondence Incoming/Outgoing	
	21. Adjournment	



AGENDA
CITY OF GLENWOOD SPRINGS
Council Leadership Retreat
August 15, 2019
Morgridge Commons
815 Cooper Avenue, 2nd Floor
10:00am-1:00pm

ITEM	ACTION
1. Introductions	
2. Opening comments	Information/Discussion
a. Mayor	
b. City Manager	
3. Ground rules - Sam Mamet	Information/Discussion
4. Ice Breaker	
5. Big Issues presentation by Sam Mamet	Information/Discussion
6. Effective Municipal Leadership Tips presentation by Sam Mamet	Information/Discussion
7. Break	
8. Council Survey and Council Discussion presentation by Sam Mamet	Information/Discussion
9. Working Lunch and Next Steps - Sam Mamet	
10. Final Comments	Information/Discussion
a. Mayor	
b. City Manager	
11. Adjournment	

Future Agenda Items

General and Revenue

- Revenue Generation
 - Progressive water and electric rates
 - Electric Revenue
 - .5% streets tax increase
 - Meadows PIF
 - Code enforcement
- Detox Center
- Attractions/Accommodations Tax
- Housing Policy/Affordable Housing
- Building Maintenance

Engineering, Public Works, Transportation and Community Development

- West Glenwood bus service & RFTA
 - Donegan Road Service
- Signage on GA Ped Bridge
- Recycling/Trash Hauling
- Bicycle Improvements
- Cardiff Glen 1 Parking
- Landfill
- Blake Gate

Police

- Ticketing on GA pedestrian bridge
- Graffiti

Parks and Recreation/Cultural Resources

- Future of the Cemetery
- 3 Mile Confluence
- Restoration of River Banks

Fire

- Fire Risk (including camping in BLM land)

Electric/Environmental

- Glenwood Spring Electric Board Discussion/Solar
- Climate Action Plan



MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING

August 1, 2019

101 W. 8TH STREET

6:15 P.M.

1. Roll Call

Mayor Godes called the meeting to order at 6:15pm. Present at roll call: Charlie Willman, Rick Voorhees, Shelley Kaup, Steve Davis, Paula Stepp, and Tony Hershey, and Jonathan Godes.

Also present were Debra Figueroa, City Manager; Karl Hanlon, City Attorney; Steve Boyd, COO; Jenn Ooton, Assistant City Manager, Economic and Community Development Director; Catherine Mythen Fletcher, City Clerk; Yvette Gustad, Finance Director; Brian Smith, Parks and Recreation Director; Terry Wilson, Police Chief; Katie Mulkey, Police Department Admin Assistant; Hannah Klausman, Senior Planner; Jessica Bowser, Assistant City Engineer; and Terri Partch, City Engineer.

2. Pledge of Allegiance

Mayor Pro-Tem Kaup led in the Pledge of Allegiance.

3. Agenda Changes & Conflicts

None were noted.

4. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)

Chris Lynch - expressed her concern about the 50 feet that the city would like to take from her property (602 Cowdin Dr, Glenwood Springs, CO 81601).

Ned Carter - spoke about his concern with dumping and the overuse of AirB&B.

Ryan Muse - expressed his concern with public parking and parking enforcement in downtown Glenwood Springs.

5. Council Comments

Councilor Hershey - advised that council place a hold on the confluence study at this point due to a lack of consensus in the community and with staff. He recommended that the continued analysis of the confluence study be added to the August 15th Council Meeting agenda.

Councilor Willman - commended city employees for going above and beyond. He then continued to address public concern regarding amending development code. He stated that the amendment will be a public process that will begin soon.

Councilor Rick - addressed the closure/opening of 7th street regarding the flow of traffic and the concern of the downtown development group and other citizen groups.

Councilor Davis moved, seconded by councilor Voorhees to delay the opening of 7th street until September 5th, 2019 to allow input from affected parties.

Motion passed.

6. Proclamation

- A. Proclamation - 75th Anniversary of Kiwanis in Glenwood Springs. The Proclamation of August 10th, 2019 as Kiwanis Day was accepted by Mayor Godes and City Council.

7. Consent Agenda

All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion on these items unless a Councilmember or Audience Member so request.

- B. Resolution 2019 -31; Adopting an Amended Landfill Fee Schedule
- C. Minutes from the July 18, 2019 Regular Meeting
- D. Iron Mountain Hot Springs Cost Savings Agreement
- D. Ordinance No 18, Series of 2019; Amending Sections 010.020.080, 010.020.081, 050.070.185, and 120.030.150 of the Municipal Code to Conform Penalty Provisions with State Law (SECOND READING)
- E. Ordinance No 20, Series of 2019, Amending Section 100.020.120 of the Municipal Code to Authorize the Issuance of Penalty Assessment Fines for Animal related Nuisance Violations (SECOND READING)

Councilor Kaup moved, seconded by Councilor Voorhees to approve consent agenda.

Motion passed.

ACTIONS AND/OR PRESENTATIONS

8. Introduction of Valley Settlement's New Director

The Valley Settlement's New Executive Director, Alex Sanchez, introduced himself to council. The Valley Settlement project is a Latina non-profit that aims to educate Latina families in the community. The non-profit serves Pitkin County, and Eagle County as well as Garfield County. Alex Sanchez closed his introduction by thanking council for their service and support.

9. Hanging Lake Update from H2O Ventures

Page 2 of 7

The Deputy District ranger from the Eagle/Holy Cross Ranger District in White River National Forest opened the presentation by giving background about Hanging Lake. Beginning in 2011, The City of Glenwood, The National Forest Service, and H2O Ventures, began working to better Hanging Lake.

The other participants in this presentation then spoke about the improvements that have been made over the past 8 years including educating visitors, the new visitor center, and issuing permits. More information was presented on the recent traffic and efficiency of Hanging Lake in the past year based off data supported by survey responses, web traffic, and other data such as Search and Rescue.

10. Ordinance No 16, Series 2019: Consideration of various amendments to Municipal Code section 050.030.010 and to Title 070 to correct errors and omissions relating to the Glenwood Springs Development Code that was Adopted August 2, 2018 (FIRST READING)

The Planning and Zoning Commission unanimously approved 13 corrections at their meeting on April 23rd, 2018. Ordinance No 16 is the latest version of Title 070 and asked that the Ordinance No 16, series 2019 be passed on the first reading.

Mayor Godes opened the item for public comment and no comments were noted.

Mayor Godes closed public comment.

Councilor Hershey moved, Seconded by Councilor Kaup to pass Ordinance no 16. Series 2019.

Motion passed unanimously.

11. Youth Smoking Prevention

Rob Stein presented regarding vaping and smoking with youth in the RE-1 School District. Colorado, especially Garfield County, has some of the highest rates in the nation for vaping and smoking with middle school and high school children according to recent surveys.

Laurie Mueller from Youth Zone then presented on educating local youth and strategies on how to decrease the use of vaping and smoking. The number one cause of death in Colorado is lung cancer and Youth Zone has been taking extra steps to educate the kids and adults they work with on the dangers of vaping and smoking.

The presenters offered community-level solutions such as price increase, issuing tobacco retail license, and raising the legal sales age.

Jodi Radke presented on the benefits of increasing tax on tobacco products and how the price increase would deter youth from using these products. An increase of tax would also bring in more revenue for the city.

(see item 12 for public comment)

12. Ordinance No 21, Series of 2020; Establishing License Twenty-One Years of Age, Further Regulating the Sale

Mayor Godes opened the item 11 and 12 for public comment at the same time.

Wybon Long - expressed her support and discussed the health risks of new e-cigarette and tabaco products that have flavors.

Dan Rozonko - expressed his concern with the livelihood of his small business if Ordinance No 21, Series of 2020 passes.

Mary Zirmac - discussed the affect that Ordinance No 21 would have on small businesses in the area and how many products would be eliminated from local stores.

John Sullivan - shared his story about how vaping has helped him quit smoking and as a private citizen and member of the community, he would not like to see Ordinance No 21 pass.

Rebecca Perry - is a pediatrician serving kids from Parachute to Aspen. She Talked about the amount of youth that she sees using or addicted to tabaco products.

Joel Hathaway - as a middle school principal, he expressed his concern and urged council to pass Ordinance No 21.

Kevin White - expressed his support to Ordinance No 21 as a community member and father.

Matt Percy – discussed the effects of tabaco products on local youth.

David Reynolds – wanted to express that City of New Castle shares the same view and is polling high in favor of a similar ordinance.

Kari Godes – shared a letter from a local teen.

Mayor Godes closed these items for public comment.

Mayor Godes called for a 5-minute break and to reconvene at 9:15 pm.

Councilor Hershey – expressed his support but asked to look further into the flavoring part of ordinance No 21 during the second reading.

Councilor Stepp and Kaup – agreed with Councilor Hershey and expressed their concerns for local businesses and the value that these products potentially have.

Councilor Davis – added that Ordinance No 21 should be enacted as soon as possible.

Councilor Davis moved, seconded by Mayor Godes to approve Ordinance No 21.

Motion Passes unanimously.

13. Local Preference

Presentation on eliminating local preference to increase competition during the bidding process for city projects. Presenter asks to draft an ordinance to eliminate Local Preference Ordinance.

Councilor Willman moved, seconded by Councilor Hershey to eliminate local preference.

Motion passes.

14. DDA and Tourism Partnership for the 2020 Budget

Discussion concerning the budget to improve downtown Glenwood Springs regarding the DDA and the Tourism Board. The goal is to have tourists stay in Glenwood Springs longer and visit again while also maintaining and securing streets for residents. Council would like to discuss further in order to partner with the DDA and Tourism Board more efficiently.

Councilor Hershey moved, seconded by Councilor Kaup to discuss further setting aside \$580,000 for Phase 4 and requesting a \$40,00 reimbursement from the DDA.

Councilor Hershey amended the previous motion, seconded by Councilor Kaup to include a request that the Tourism Board partners (10% of their income) with the city to improve downtown.

Motion passes.

15. 2020 Budget and Priorities Process

No further discussion.

16. Report from Administration

- a. City Manager
 - i. Overnight work on 08/06/2019 and 08/07/2019 on south Grand Ave. by 27th Street.
- a. City Attorney
- b. Correspondence Incoming/Outgoing

17. Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6- 402(4)(a), (b), and (e), related to Adventure Park Lighting

18. Adjournment

The meeting was adjourned at 11:00pm.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Ordinance No 21, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Establishing License Twenty-One Years of Age, Further Regulating the Sale of Tobacco Products, and Amending Titles 050 and 120 of the Glenwood Springs Municipal Code (SECOND READING)

Action Requested: Approve or reject Ordinance

Department: Attorney

Presented By: Glenwood Springs Legal, Legal

Background Info: N/A

Issues: None

Staff Recommendation: Staff defers to Council

EXHIBIT A

ARTICLE 050.110 - TOBACCO PRODUCT RETAIL LICENSE

050.110.010. - Purpose and Applicability.

- (a) The purpose of this Article is to establish License requirements for Tobacco Product and Tobacco Paraphernalia Retailers and to set forth the requirements for the sale of Tobacco Products and Tobacco Paraphernalia to persons under twenty one years of age to protect the health, safety and welfare of individuals in the City, to encourage responsible Tobacco and Tobacco Paraphernalia retailing and to reduce illegal sales of said products in Glenwood Springs, Colorado.
- (b) This Article applies to Tobacco Product and Tobacco Paraphernalia Retailers, as defined herein

050.110.020.- Definitions.

The following words and phrases, as used in this Article, shall have the following meanings:

Accessory means any product that is intended or reasonably expected to be used with or for the human consumption of a Tobacco Product; does not contain tobacco and is not made or derived from tobacco; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, Constituents, or characteristics of a Tobacco Product; or (2) is intended or reasonably expected to affect or maintain the performance, composition, Constituents, or characteristics of a Tobacco Product but (a) solely controls moisture and/or temperature of a stored Tobacco Product; or (b) solely provides an external heat source to initiate but not maintain combustion of a Tobacco Product. Accessory includes, but is not limited to, carrying cases, lanyards and holsters.

Adult-Only Establishment means a facility where the operator ensures or has a reasonable basis to believe, such as by checking the identification of any person appearing to be under the age of thirty (30), that no person under the Legal Age is permitted entrance.

Characterizing Flavor means a Distinguishable taste or aroma or both, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, spice; provided, however, that a Tobacco Product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a Distinguishable taste or aroma or both, as described in the first sentence of this definition that constitutes a characterizing flavor.

Cigarette means any product that contains tobacco or nicotine, that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;

- (2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or
- (3) roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1)(a) above.
- (4) the term includes all “roll-your-own,” i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by consumers as tobacco for making cigarettes.

Component or Part means any software or assembly of materials intended or reasonably expected:

- (1) to alter or affect the Tobacco Product’s performance, composition, Constituents, or characteristics; or (2) to be used with or for the human consumption of a Tobacco Product or Electronic Smoking Device. Component or Part excludes anything that is an Accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software and flavorings for Electronic Smoking Device.

Constituent means any ingredient, substance, chemical, or compound other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a Tobacco Product during the processing, manufacture, or packing of a Tobacco Product.

Distinguishable means perceivable by either the sense of smell or taste.

Electronic Smoking Device means any product containing or delivering nicotine intended for human consumption that can be used by an individual to simulate smoking in the delivery of nicotine or any other substance, even if marketed as nicotine-free, through inhalation from the product. Electronic smoking device includes any refill, cartridge or component part of a product, whether or not marketed or sold separately. Electronic smoking device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product or for other medically approved or certified purposes.

Flavored Tobacco Product means any Tobacco Product that imparts a Characterizing Flavor.

Ingredient means any substance, chemical or compound, other than tobacco, water, reconstituted tobacco sheets that are added by the manufacturer to a Tobacco Product during the processing, manufacture or packaging of the Tobacco Product.

Licensee means the owner or holder of a Tobacco Product Retailer License.

License refers to the Tobacco Product Retailer license.

Licensing Administrator means the person(s) within the City government designated with responsibilities by the City Manager for license issuance, renewal and collection of fees.

Minimum Legal Sales Age means twenty-one (21) years of age or older.

Mobile Vending means any sales other than at a fixed location.

Person means natural person, a joint venture, joint-stock company, partnership, association, firm, club, company, corporation, business, trust or organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Self-Service Display means the open display or storage of Tobacco Products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self- service display.

Tobacco Paraphernalia means any item designed for the consumption, use or preparation of Tobacco Products.

Tobacco Product means 1) any product which contains, is made or derived from tobacco or used to deliver nicotine or other substances intended for human consumption, whether heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to Cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, bidis, snus, mints, hand gels; 2) electronic smoking device; or 3) Flavored Tobacco Product. Notwithstanding any provision of subsections 1) and 2) to the contrary, "tobacco product" includes any component, part, accessory or associated tobacco paraphernalia of a tobacco product whether or not sold separately. The term "Tobacco Product" does not include: (i) any product that contains marijuana; or (ii) any product made from or derived from tobacco and approved by the Food and Drug Administration (FDA) for use in connection with cessation of smoking.

Tobacco Product Retail Location or Retail Location means any premises where Tobacco Products are sold or distributed to a consumer including, but not limited to, hookah bar, lounge or cafe, any grounds occupied by a retailer, any store, stand, outlet, vehicle, cart, location, vending machine or structure where Tobacco Products are sold.

Tobacco Product Retailer means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Tobacco Products, or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Tobacco Product Retailing means the selling, offering for sale, or exchanging for any form of consideration a Tobacco Product, including internet or e-commerce sale or delivery.

Vending Machine shall mean any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment dispenses product.

050.110.030. - Minimum legal sales age.

Tobacco Products shall not be sold to any person younger than the Minimum Legal Sales Age.

050.110.040. – License required.

- (a) It shall be unlawful for any person to act as a Tobacco Product Retailer in the City unless he or she has obtained a License and maintains the same in full force and effect pursuant to this Article for each location where Tobacco Product Retailing occurs.
- (b) No license shall be issued to authorize Tobacco Product retailing anywhere other than at a fixed location within the City that is designated in the License application and approved by the Licensing Administrator. Tobacco Product Retailing by persons on foot, from vehicles, through Mobile Vending, or internet or e-commerce is prohibited.
- (c) No Licenses within 500 feet of schools. No Licenses shall be issued to retailers located within 500 feet from any public or parochial school as determined by the Licensing Administrator. This restriction shall not apply to an existing Retail Location within 500 feet of a school.
- (d) No Licenses shall be issued to applicants under the Minimum Legal Sales Age.
- (e) Tobacco Retailing without a valid License is a violation of the Article.

050.110.050. - Conditions of the Tobacco Product Retail License.

- (a) Display of License. Each License shall be prominently displayed in a publicly visible location at the licensed Tobacco Product Retail Location.
- (b) Display of Minimum Legal Sales Age Requirements. The requirement of the Minimum Legal Sale Age for the purchase of Tobacco Retail Product shall be prominently displayed in the entrance (or other clearly visible location) of the Tobacco Product Retail Location and contain at minimum the following:

WARNING
IT IS ILLEGAL FOR ANY PERSON TO SELL TOBACCO PRODUCTS
TO A PERSON UNDER THE MINIMUM LEGAL SALES AGE OR
FOR ANY PERSON UNDER TWENTY-ONE YEARS OF
AGE TO PURCHASE TOBACCO PRODUCTS
AND, UPON CONVICTION, A FINE
MAY BE IMPOSED.

- (c) Locations. A Tobacco Product Retail Location may only have one active License at one time. Every License is separate and distinct and specific to a designated location.
- (d) Minimum age for persons handling Tobacco Products. No Person who is younger than the Minimum Legal Sales Age shall, while employed at a Tobacco Product Retail Location, sell, stock, retrieve, or otherwise handle Tobacco Products or Tobacco Paraphernalia.
- (e) Prohibition of Self-Service Displays. Licensees shall stock and display all Tobacco Products and Tobacco Paraphernalia in a manner so as to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the Tobacco Product or Tobacco Paraphernalia from an employee of the business to the customer except in an Adult-Only Establishment.

- (f) Prohibition on Flavored Tobacco Sales. Licensees shall not sell, offer for sale or possess with the intent to sell any Flavored Tobacco Product(s).
- (g) Requirements of positive identification. No person engaged in Tobacco Product Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another person who appears to be under the age of forty (40) years without first examining the identification of the recipient to confirm that the recipient is at least the Minimum Legal Sales Age.

050.110.060. - Application procedure.

- (a) An application for a License shall be submitted and signed by an individual authorized by the person or entity making application for the License. It is the responsibility of each applicant and/or Licensee to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of said License. No applicant and/or Licensee may rely on the issuance of a License as a determination by the City that the proprietor has complied with all applicable tobacco retailing laws.
- (b) All applications shall be submitted on a form supplied by the Licensing Administrator.
- (c) A licensed Tobacco Product Retailer shall inform the Licensing Administrator in writing of any change in the information submitted on an application for a License within thirty (30) business days of a change.
- (d) All License applications shall be accompanied by the payment in full of all fees as required and established by resolution of the City Council.

050.110.070. - Issuance of a Tobacco Product License.

Upon the receipt of a completed application for a License as required by this Article, the Licensing Administrator shall sign and issue a License within thirty (30) days which period may be extended by the Licensing Administrator for good cause unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- (a) The information presented in the application is incomplete, inaccurate, or false;
- (b) The applicant seeks authorization for a License at a location where this Article prohibits the issuance of a License;
- (c) The applicant seeks a License for a location that is not appropriately zoned for the use;
- (d) The applicant seeks authorization for a License and the applicant's current License is suspended or revoked;
- (e) The applicant is not qualified to hold the requested License under the provisions of this Article;
- (f) The applicant and/or retail location is not in compliance with all City, state or federal laws;
- (g) The applicant is indebted to, or obligated in any manner to the City for unpaid taxes, liens or other monies; or

- (h) The payment of the licensing fee in the full amount chargeable for such License does not accompany such License application.
- (i) The applicant's previous license issued under this section has been revoked in the past two (2) years.

050.110.080. - Denial of Tobacco Product License.

- (a) If the Licensing Administrator denies the issuance of the License, the Licensing Administrator shall notify the applicant in writing by regular mail postage prepaid on the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.
- (b) An applicant has the right to appeal the Licensing Administrator's denial of an application pursuant to section 050.110.140 of the Code.

050.110.090. - License term, renewal and expiration.

- (a) Term. All Licenses issued under this Code shall be for the period of one (1) year.
- (b) Renewal of License. A Licensee shall apply for the renewal of the License and submit the renewal License fee no later than thirty (30) days prior to expiration of the existing term. The Licensing Administrator shall renew the License prior to the end of the term, provided that the renewal application and fee were timely submitted and the Licensing Administrator is not aware of any fact that would have prevented issuance of the original License or issuance of the renewal.
- (c) Expiration of License. A License that is not timely renewed shall expire at the end of its term. The failure to timely obtain a renewal of a License requires submission of a new application. There shall be no sale of any Tobacco Products after the License expiration date and before the new License is issued.

050.110.100. - License non-transferable.

- (a) A License shall not be transferred from one (1) person to another or from one location to another.
- (b) When a License has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new License for the remainder of the term of that License. All rights and privileges granted under the original License shall continue in full force and effect as to such survivors for the balance of the term of the License.

050.110.110. - Compliance monitoring.

- (a) Compliance with this Chapter shall be monitored by the Department. In addition, any peace officer or Code Officer may enforce the penal provisions of this Chapter. The

City may designate any number of additional individuals, departments or groups to monitor compliance with this Chapter.

- (b) All licensed premises must be open to inspection by law enforcement or other authorized City official during regular business hours. From time to time, but at least two (2) times per year, the City will conduct compliance checks by engaging with persons over the age of fifteen (15) but less than twenty-one (21) years to enter licensed premises to attempt to purchase licensed products.
- (c) Prior written consent is required for any minor who participates in a compliance check. Under-aged individuals participating in compliance checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the compliance check.
- (d) The City shall not enforce any law establishing a minimum age for Tobacco Product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "Underage Operative") if the potential violation occurs when:
 - (1) the Underage Operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Department designated by the City to monitor compliance with this Chapter;
 - (2) the Underage Operative is acting as an agent of an individual, Department or group designated by the City to monitor compliance with this Chapter; or
 - (3) the Underage Operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by Garfield County Public Health, Colorado Department of Public Health and Environment or the Colorado Department of Revenue.
- (e) Nothing in this paragraph shall create a right of action in any Licensee or other party against the City or its agents.

050.110.130. - Suspension or Revocation of License.

- (a) The following shall be grounds for suspension or revocation of the Licensee's License by written order of the Licensing Administrator:
 - (1) A violation by a Licensee or Licensee's officers, agents, or employees of any of the provisions of this Article, or any laws of the United States, the State of Colorado or ordinances of the City relating to the sale or furnishing of Tobacco Products or Cigarettes to minors, or the storage or display of Cigarettes or Tobacco Products.
 - (2) Violations of any conditions imposed by the Licensing Administrator or City Council in connection with the issuance or renewal of a License.
 - (3) Failure to pay State or local taxes that are related to the operation of the business associated with the License.
 - (4) Loss of right to possession of the licensed premises.

- (5) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application;
- (b) An applicant has the right to appeal the Licensing Administrator's suspension or revocation pursuant to section 050.110.140 of the Code.

050.110.140 - Appeal of Licensing Administrator Decision.

- (a) Any initial decision, license revocation, or suspension by the Licensing Administrator may be appealed by a party in interest to the City Council by filing written exceptions within ten (10) calendar days of the initial decision. The written exceptions shall include a statement giving the basis and grounds for the exceptions. Any party in interest who fails to properly file written exceptions within the time provided shall be deemed to have waived the right to appeal.
- (b) At the next regularly scheduled meeting, the City Council shall have the authority to sustain, modify or overturn the decision of the Licensing Administrator. In any event, the City Council shall direct the Licensing Administrator to take a particular action. The Licensing Administrator shall conform a final decision to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (c) The City Council may modify deadlines and procedures related to the filing of exceptions to the initial decision upon motion by a party in interest for good cause shown.

050.110.150. - Penalty.

It shall be unlawful for any person or business to violate a provision of this Article. Violators shall be subject to the penalties provided in Section 010.020.080 of this Code and may be subject to any civil remedies available. A separate offense shall be deemed committed upon each day such business or person is in violation of this article.

EXHIBIT A

ARTICLE 050.110 - TOBACCO PRODUCT RETAIL LICENSE

050.110.010. - Purpose and Applicability.

- (a) The purpose of this Article is to establish License requirements for Tobacco Product and Tobacco Paraphernalia Retailers and to set forth the requirements for the sale of Tobacco Products and Tobacco Paraphernalia to persons under twenty one years of age to protect the health, safety and welfare of individuals in the City, to encourage responsible Tobacco and Tobacco Paraphernalia retailing and to reduce illegal sales of said products in Glenwood Springs, Colorado.
- (b) This Article applies to Tobacco Product and Tobacco Paraphernalia Retailers, as defined herein

050.110.020.- Definitions.

The following words and phrases, as used in this Article, shall have the following meanings:

Accessory means any product that is intended or reasonably expected to be used with or for the human consumption of a Tobacco Product; does not contain tobacco and is not made or derived from tobacco; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, Constituents, or characteristics of a Tobacco Product; or (2) is intended or reasonably expected to affect or maintain the performance, composition, Constituents, or characteristics of a Tobacco Product but (a) solely controls moisture and/or temperature of a stored Tobacco Product; or (b) solely provides an external heat source to initiate but not maintain combustion of a Tobacco Product. Accessory includes, but is not limited to, carrying cases, lanyards and holsters.

Adult-Only Establishment means a facility where the operator ensures or has a reasonable basis to believe, such as by checking the identification of any person appearing to be under the age of thirty (30), that no person under the Legal Age is permitted entrance.

Characterizing Flavor means a Distinguishable taste or aroma or both, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a Tobacco Product or any byproduct produced by the Tobacco Product. Characterizing flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, spice; provided, however, that a Tobacco Product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a Distinguishable taste or aroma or both, as described in the first sentence of this definition that constitutes a characterizing flavor.

Cigarette means any product that contains tobacco or nicotine, that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;

- (2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or
- (3) roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1)(a) above.
- (4) the term includes all “roll-your-own,” i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by consumers as tobacco for making cigarettes.

Component or Part means any software or assembly of materials intended or reasonably expected:

- (1) to alter or affect the Tobacco Product’s performance, composition, Constituents, or characteristics; or (2) to be used with or for the human consumption of a Tobacco Product or Electronic Smoking Device. Component or Part excludes anything that is an Accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software and flavorings for Electronic Smoking Device.

Constituent means any ingredient, substance, chemical, or compound other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a Tobacco Product during the processing, manufacture, or packing of a Tobacco Product.

Distinguishable means perceivable by either the sense of smell or taste.

Electronic Smoking Device means any product containing or delivering nicotine intended for human consumption that can be used by an individual to simulate smoking in the delivery of nicotine or any other substance, even if marketed as nicotine-free, through inhalation from the product. Electronic smoking device includes any refill, cartridge or component part of a product, whether or not marketed or sold separately. Electronic smoking device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product or for other medically approved or certified purposes.

Flavored Tobacco Product means any Tobacco Product that imparts a Characterizing Flavor.

Ingredient means any substance, chemical or compound, other than tobacco, water, reconstituted tobacco sheets that are added by the manufacturer to a Tobacco Product during the processing, manufacture or packaging of the Tobacco Product.

Licensee means the owner or holder of a Tobacco Product Retailer License.

License refers to the Tobacco Product Retailer license.

Licensing Administrator means the person(s) within the City government designated with responsibilities by the City Manager for license issuance, renewal and collection of fees.

Minimum Legal Sales Age means twenty-one (21) years of age or older.

Mobile Vending means any sales other than at a fixed location.

Person means natural person, a joint venture, joint-stock company, partnership, association, firm, club, company, corporation, business, trust or organization, or the manager, lessee, agent, servant, officer or employee of any of them.

Self-Service Display means the open display or storage of Tobacco Products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self- service display.

Tobacco Paraphernalia means any item designed for the consumption, use or preparation of Tobacco Products.

Tobacco Product means 1) any product which contains, is made or derived from tobacco or used to deliver nicotine or other substances intended for human consumption, whether heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to Cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, bidis, snus, mints, hand gels; 2) electronic smoking device; or 3) Flavored Tobacco Product. Notwithstanding any provision of subsections 1) and 2) to the contrary, "tobacco product" includes any component, part, accessory or associated tobacco paraphernalia of a tobacco product whether or not sold separately. The term "Tobacco Product" does not include: (i) any product that contains marijuana; or (ii) any product made from or derived from tobacco and approved by the Food and Drug Administration (FDA) for use in connection with cessation of smoking.

Tobacco Product Retail Location or Retail Location means any premises where Tobacco Products are sold or distributed to a consumer including, but not limited to, hookah bar, lounge or cafe, any grounds occupied by a retailer, any store, stand, outlet, vehicle, cart, location, vending machine or structure where Tobacco Products are sold.

Tobacco Product Retailer means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Tobacco Products, or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Tobacco Product Retailing means the selling, offering for sale, or exchanging for any form of consideration a Tobacco Product, including internet or e-commerce sale or delivery.

Vending Machine shall mean any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment dispenses product.

050.110.030. - Minimum legal sales age.

Tobacco Products shall not be sold to any person younger than the Minimum Legal Sales Age.

050.110.040. – License required.

- (a) It shall be unlawful for any person to act as a Tobacco Product Retailer in the City unless he or she has obtained a License and maintains the same in full force and effect pursuant to this Article for each location where Tobacco Product Retailing occurs.
- (b) No license shall be issued to authorize Tobacco Product retailing anywhere other than at a fixed location within the City that is designated in the License application and approved by the Licensing Administrator. Tobacco Product Retailing by persons on foot, from vehicles, through Mobile Vending, or internet or e-commerce is prohibited.
- (c) No Licenses within 500 feet of schools. No Licenses shall be issued to retailers located within 500 feet from any public or parochial school as determined by the Licensing Administrator. This restriction shall not apply to an existing Retail Location within 500 feet of a school.
- (d) No Licenses shall be issued to applicants under the Minimum Legal Sales Age.
- (e) Tobacco Retailing without a valid License is a violation of the Article.

050.110.050. - Conditions of the Tobacco Product Retail License.

- (a) Display of License. Each License shall be prominently displayed in a publicly visible location at the licensed Tobacco Product Retail Location.
- (b) Display of Minimum Legal Sales Age Requirements. The requirement of the Minimum Legal Sale Age for the purchase of Tobacco Retail Product shall be prominently displayed in the entrance (or other clearly visible location) of the Tobacco Product Retail Location and contain at minimum the following:

WARNING
IT IS ILLEGAL FOR ANY PERSON TO SELL TOBACCO PRODUCTS
TO A PERSON UNDER THE MINIMUM LEGAL SALES AGE OR
FOR ANY PERSON UNDER TWENTY-ONE YEARS OF
AGE TO PURCHASE TOBACCO PRODUCTS
AND, UPON CONVICTION, A FINE
MAY BE IMPOSED.

- (c) Locations. A Tobacco Product Retail Location may only have one active License at one time. Every License is separate and distinct and specific to a designated location.
- (d) Minimum age for persons handling Tobacco Products. No Person who is younger than the Minimum Legal Sales Age shall, while employed at a Tobacco Product Retail Location, sell, stock, retrieve, or otherwise handle Tobacco Products or Tobacco Paraphernalia.
- (e) Prohibition of Self-Service Displays. Licensees shall stock and display all Tobacco Products and Tobacco Paraphernalia in a manner so as to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the Tobacco Product or Tobacco Paraphernalia from an employee of the business to the customer except in an Adult-Only Establishment.

- (f) Prohibition on Flavored Tobacco Sales. Licensees shall not sell, offer for sale or possess with the intent to sell any Flavored Tobacco Product(s).
- (g) Requirements of positive identification. No person engaged in Tobacco Product Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another person who appears to be under the age of forty (40) years without first examining the identification of the recipient to confirm that the recipient is at least the Minimum Legal Sales Age.

050.110.060. - Application procedure.

- (a) An application for a License shall be submitted and signed by an individual authorized by the person or entity making application for the License. It is the responsibility of each applicant and/or Licensee to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of said License. No applicant and/or Licensee may rely on the issuance of a License as a determination by the City that the proprietor has complied with all applicable tobacco retailing laws.
- (b) All applications shall be submitted on a form supplied by the Licensing Administrator.
- (c) A licensed Tobacco Product Retailer shall inform the Licensing Administrator in writing of any change in the information submitted on an application for a License within thirty (30) business days of a change.
- (d) All License applications shall be accompanied by the payment in full of all fees as required and established by resolution of the City Council.

050.110.070. - Issuance of a Tobacco Product License.

Upon the receipt of a completed application for a License as required by this Article, the Licensing Administrator shall sign and issue a License within thirty (30) days which period may be extended by the Licensing Administrator for good cause unless substantial evidence demonstrates that one or more of the following bases for denial exists:

- (a) The information presented in the application is incomplete, inaccurate, or false;
- (b) The applicant seeks authorization for a License at a location where this Article prohibits the issuance of a License;
- (c) The applicant seeks a License for a location that is not appropriately zoned for the use;
- (d) The applicant seeks authorization for a License and the applicant's current License is suspended or revoked;
- (e) The applicant is not qualified to hold the requested License under the provisions of this Article;
- (f) The applicant and/or retail location is not in compliance with all City, state or federal laws;
- (g) The applicant is indebted to, or obligated in any manner to the City for unpaid taxes, liens or other monies; or

- (h) The payment of the licensing fee in the full amount chargeable for such License does not accompany such License application.
- (i) The applicant's previous license issued under this section has been revoked in the past two (2) years.

050.110.080. - Denial of Tobacco Product License.

- (a) If the Licensing Administrator denies the issuance of the License, the Licensing Administrator shall notify the applicant in writing by regular mail postage prepaid on the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.
- (b) An applicant has the right to appeal the Licensing Administrator's denial of an application pursuant to section 050.110.140 of the Code.

050.110.090. - License term, renewal and expiration.

- (a) Term. All Licenses issued under this Code shall be for the period of one (1) year.
- (b) Renewal of License. A Licensee shall apply for the renewal of the License and submit the renewal License fee no later than thirty (30) days prior to expiration of the existing term. The Licensing Administrator shall renew the License prior to the end of the term, provided that the renewal application and fee were timely submitted and the Licensing Administrator is not aware of any fact that would have prevented issuance of the original License or issuance of the renewal.
- (c) Expiration of License. A License that is not timely renewed shall expire at the end of its term. The failure to timely obtain a renewal of a License requires submission of a new application. There shall be no sale of any Tobacco Products after the License expiration date and before the new License is issued.

050.110.100. - License non-transferable.

- (a) A License shall not be transferred from one (1) person to another or from one location to another.
- (b) When a License has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new License for the remainder of the term of that License. All rights and privileges granted under the original License shall continue in full force and effect as to such survivors for the balance of the term of the License.

050.110.110. - Compliance monitoring.

- (a) Compliance with this Chapter shall be monitored by the Department. In addition, any peace officer or Code Officer may enforce the penal provisions of this Chapter. The

City may designate any number of additional individuals, departments or groups to monitor compliance with this Chapter.

- (b) All licensed premises must be open to inspection by law enforcement or other authorized City official during regular business hours. From time to time, but at least two (2) times per year, the City will conduct compliance checks by engaging with persons over the age of fifteen (15) but less than twenty-one (21) years to enter licensed premises to attempt to purchase licensed products.
- (c) Prior written consent is required for any minor who participates in a compliance check. Under-aged individuals participating in compliance checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the compliance check.
- (d) The City shall not enforce any law establishing a minimum age for Tobacco Product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "Underage Operative") if the potential violation occurs when:
 - (1) the Underage Operative is participating in an inspection supervised by a peace officer, code enforcement official, or the Department designated by the City to monitor compliance with this Chapter;
 - (2) the Underage Operative is acting as an agent of an individual, Department or group designated by the City to monitor compliance with this Chapter; or
 - (3) the Underage Operative is participating in an inspection funded in part, either directly or indirectly through subcontracting, by Garfield County Public Health, Colorado Department of Public Health and Environment or the Colorado Department of Revenue.
- (e) Nothing in this paragraph shall create a right of action in any Licensee or other party against the City or its agents.

050.110.130. - Suspension or Revocation of License.

- (a) The following shall be grounds for suspension or revocation of the Licensee's License by written order of the Licensing Administrator:
 - (1) A violation by a Licensee or Licensee's officers, agents, or employees of any of the provisions of this Article, or any laws of the United States, the State of Colorado or ordinances of the City relating to the sale or furnishing of Tobacco Products or Cigarettes to minors, or the storage or display of Cigarettes or Tobacco Products.
 - (2) Violations of any conditions imposed by the Licensing Administrator or City Council in connection with the issuance or renewal of a License.
 - (3) Failure to pay State or local taxes that are related to the operation of the business associated with the License.
 - (4) Loss of right to possession of the licensed premises.

- (5) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application;
- (b) An applicant has the right to appeal the Licensing Administrator's suspension or revocation pursuant to section 050.110.140 of the Code.

050.110.140 - Appeal of Licensing Administrator Decision.

- (a) Any initial decision, license revocation, or suspension by the Licensing Administrator may be appealed by a party in interest to the City Council by filing written exceptions within ten (10) calendar days of the initial decision. The written exceptions shall include a statement giving the basis and grounds for the exceptions. Any party in interest who fails to properly file written exceptions within the time provided shall be deemed to have waived the right to appeal.
- (b) At the next regularly scheduled meeting, the City Council shall have the authority to sustain, modify or overturn the decision of the Licensing Administrator. In any event, the City Council shall direct the Licensing Administrator to take a particular action. The Licensing Administrator shall conform a final decision to the written direction of the City Council within ten (10) calendar days from the date of the written directive.
- (c) The City Council may modify deadlines and procedures related to the filing of exceptions to the initial decision upon motion by a party in interest for good cause shown.

050.110.150. - Penalty.

It shall be unlawful for any person or business to violate a provision of this Article. Violators shall be subject to the penalties provided in Section 010.020.080 of this Code and may be subject to any civil remedies available. A separate offense shall be deemed committed upon each day such business or person is in violation of this article.

Exhibit B

New language is double underlined

~~Strike through language is deleted~~

120.030.092 - Possession of tobacco products by ~~minor~~ underage persons and furnishing or selling cigarettes or tobacco products to ~~minors~~ underage persons prohibited.

- (a) ~~Except as provided in Subsection (f) below, a~~Any person who knowingly furnishes to any person who is under twenty-one (21) ~~eighteen (18)~~ years of age, by gift, sale or any other means, any ~~cigarettes or~~ Tobacco pProducts, commits a misdemeanor; and, upon conviction thereof, shall be punished as set forth in Section 010.020.080. It shall be an affirmative defense to a prosecution under this section that the person furnishing the ~~Tobacco p~~Product was presented and reasonably relied upon a document which identified the person receiving the ~~Tobacco p~~Products as being twenty-one (21) ~~eighteen (18)~~ years of age or older.
- (b) Any person who is under twenty-one (21) ~~eighteen (18)~~ years of age and who possesses, purchases, ~~or acquires, or attempts to purchase~~ any ~~cigarettes or~~ Tobacco pProducts commits a misdemeanor; and, upon conviction thereof, shall be punished as set forth in Section 010.020.080, or the court shall allow such person to perform community service and be granted credit against the fine and court costs.
- (c) For purposes of this section, the term ~~Tobacco p~~Products has the same meaning as set forth in section 050.110.020. ~~means any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual or any electronic device that can be used to deliver nicotine to the person inhaling from the device, including but not limited to an electronic cigarette, cigars, cigarillo or pipe.~~
- (d) Any person who sells or offers to sell any cigarettes or tobacco products, as defined above, over the counter or by use of a vending machine or other coin-operated machine commits a misdemeanor; and, upon conviction thereof, shall be punished as set forth in Section 010.020.080; except that cigarettes tobacco products may be sold at retail as permitted by Title 050, Article 120 of this Code ~~through vending machines only in:~~
- ~~(1) Factories, businesses, offices or other places not open to the general public;~~
 - ~~(2) Places to which persons under the age of eighteen (18) years are not permitted access;~~
 - ~~or~~
 - ~~(3) Places where the vending machine is under the direct supervision of the owner of the establishment or an adult employee of the owner, including but not limited to, establishments holding a valid liquor license issued pursuant to C.R.S. Article 47 of Title 12. As used in this section, under direct supervision means the vending machine shall be in plain vision of the employee or owner during regular business hours.~~

~~It shall be an affirmative defense to a prosecution under this subsection that the person selling or offering to sell the tobacco product was presented with and reasonably relied~~

upon a document which identified the person purchasing the tobacco product as being eighteen (18) years of age or older.

- (e) ~~Any person who sells or offers to sell any cigarettes or tobacco products shall display a warning sign as specified in this subsection. Any person who fails to display said warning sign commits a misdemeanor and, upon conviction thereof, shall be punished as set forth in Section 010.020.080. Said warning sign shall be displayed in a prominent place in the building and on such machine at all times and shall have a minimum height of three (3) inches and a width of six (6) inches, and shall read as follows:~~

~~WARNING
IT IS ILLEGAL FOR ANY PERSON UNDER
EIGHTEEN YEARS OF AGE TO PURCHASE
CIGARETTES AND TOBACCO PRODUCTS
AND, UPON CONVICTION, A FINE
MAY BE IMPOSED.~~

~~Any violation of the provisions of this subsection shall not constitute a violation of any other provisions of this section.~~

- (f) ~~It shall be an affirmative defense to the offense described in Subsection (b) above that the cigarettes or tobacco products were possessed or consumed by a person under eighteen (18) years of age under the following circumstances:~~

- ~~(1) While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the cigarettes or tobacco products were possessed with the consent of his/her parent or legal guardian who was present during such possession.~~
- ~~(2) For purposes of this subsection, private property shall mean any dwelling and its curtilage which is being used by a natural person or natural persons for habitation and which is not open to the public and privately real property which is not open to the public. Private property shall not include:~~
 - ~~a. Any establishment which sells cigarettes or tobacco products or upon which cigarettes or tobacco products are sold; or~~
 - ~~b. Any establishment which leases, rents or provides accommodations to members of the public generally.~~



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: IGA with the Garfield County Clerk for Coordinated Election

Action Requested: Approve the IGA with Garfield County

Department: City Clerk

Presented By:

Background Info: The attached IGA with the County is a requirement for a coordinated election. Pursuant to State statute Municipalities, Special Districts, School Districts all combine ballot questions in a single coordinated election ballot for November elections. The County is designated to take the lead on managing the election process and the City pays its' proportionate share of the election.

Issues: NA

Staff Recommendation: Staff recommends approval if the Council wishes to place the Tobacco Tax on the November 2019 ballot.

**INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES FOR THE 2019
Coordinated Election**

THIS INTERGOVERNMENTAL AGREEMENT ("**IGA**" or "**Agreement**") is made effective this ____ day of _____, 20____, between the Garfield County Clerk and Recorder ("**Clerk**") and _____ ("**Public Entity**"):

The Public Entity desires to conduct an election pursuant to its statutory authority ("**Election**"), The election will occur on November 5, 2019.

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required. This agreement will be signed no later than August 27, 2019. C.R.S. §1-7-116(2)

The Clerk has agreed to perform the following election services in consideration of the performance by the Public Entity of its obligations and payment of costs and fees.

The Clerk has designated Pam Bunn, Election Supervisor, whose telephone number is (970) 384-3700 x 1770 as the "Contact Officer" to act as the primary liaison between the Clerk and the Public Entity for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Public Entity has designated _____ whose phone number is _____ as its Designated Election Official ("**DEO**"). The DEO shall act as the primary liaison between the Public Entity and the Clerk. C.R.S. §1-1-104(8)

If the Public Entity encompasses territory within other counties, this Agreement shall apply only to that portion of the Public Entity within Garfield County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

A. Preparation for the Election

1. Provide the Public Entity a street locator file, which lists the street addresses located in the boundaries of the Public Entity within the Clerk's voter registration system. If the Public Entity encompasses the entire county, a street locator file will not be sent for verification.
2. Assist and inform the Public Entity on any matter that should ensure the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.
5. Certify the election judges and determine their compensation. Provide a list of election judges upon request by the Public Entity. Train election judges prior to the election, including specific instruction in the secure operation of the election equipment. C.R.S. §1-6-101(6), C.R.S. §1-6-104, C.R.S. §1-6-115
6. Provide, no later than twenty days before the Election, notice by publication of a Voter Service & Polling Center election. Such notice shall satisfy the publication requirement for all Public Entities participating in the Election. C.R.S. §1-5-205(1), C.R.S. §1-5-205(1.4)

7. Conduct all required tests and audits of the voting system prior to and after the Election C.R.S. §1-7-509(1), Secretary of State Election Rules.
8. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count. Secretary of State Election Rules
9. Negotiate an agreement for the printing of the official ballots. After receipt from the Public Entity of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout for proofreading before authorization to begin printing of all ballots.

B. Conduct of the Election

1. Coordinate the proper number and location of Voter Service & Polling Centers. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on our website at: www.garfield-county.com. C.R.S. §1-5-101, C.R.S. §1-5-102.9 C.R.S. §1-5-703
2. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
3. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniform Military and Overseas Voter Act. Section 8.3 of Title 1 of the Colorado Revised Statutes
4. Provide provisional ballots to electors who qualify. Provide a telephone number that provisional voters may call to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S., C.R.S. §1-8.5-104(6)
5. Provide properly trained personnel for the preparation and conduct of the Election. Provide personnel at the tabulation center on Election Day/Night to release unofficial results.
6. Preserve all Election records for at least twenty-five months after the election. C.R.S. §1-7-802, Clerk and Recorder Record Retention Policy
7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if a recount is requested by an interested party. Section 10.5 of Title 1 of the Colorado Revised Statutes
8. Conduct a Canvass and Risk-Limiting Audit of the election to process, accept and tabulate the eligible military, cured, and provisional ballots. Verify the votes were accurate and voting equipment was working properly by conducting a risk-limiting audit of election results and through the Canvass Board. C.R.S. § 1-10-101, *et seq.*, C.R.S. § 1-10-201, *et seq.*, Secretary of State Election Rules.
9. Provide, maintain and operate the County's ballot marking devices and vote-counting equipment.
10. Notify eligible Property Owners of an election in their district and how they can make application for a mail ballot. C.R.S. §32-1-806, C.R.S. §1-5-304, C.R.S. §1-7-104

C. Election Costs

1. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, labor, postage and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
2. Charge the Public Entity for its portion of the costs of the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election or any additional costs related to removing Public Entity from ballot programming or publications.
3. Submit to the Public Entity an invoice for all expenses incurred under this Agreement within 60 days of the election.
4. The cost of any recount(s) will be charged to the Public Entity, or if more than one Public Entity is involved in the recount, the cost will be prorated among the participating Public Entities.

D. TABOR Notice

1. Prepare the TABOR Notice, if relevant. Article X Section 20 of the Colorado Constitution, Secretary of State Election Rules
2. Charge the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration to be based, in part, upon the space used by each Public Entity in the notice.
3. Mail to each elector within Garfield County who may be affected by certain TABOR ballot issues the TABOR notice not less than thirty days prior to the election. The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.
4. Execute a separate IGA with the Public Entity- Attachment 1 for Production of the Ballot Notice referred to as the TABOR Notice.

II. Duties of the Public Entity

The Public Entity shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Post and/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or Title 32, as amended, except as otherwise stated by this agreement.
2. Gather all necessary petitions, if applicable.
3. Be solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.
4. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. The certification of the street locator file shall be made no later than September 3, 2019 at 5:00 p.m. to the Clerk. If the certification is not provided by the date specified herein, the Clerk cannot guarantee accurate ballot styles nor be responsible for additional charges

associated with address library errors resulting in incorrect ballot styles. If the Public Entity encompasses the entire county verification of the address locator file is not required.

5. Provide the Clerk with a written notice that the Public Entity will participate in the Election in accordance with the terms and conditions of this Agreement.
6. If required, request the Property Owner's list from the Garfield County Assessor's office to prepare the list of eligible property owners for this election. Provide the clerk with the list of eligible property owners who are classified on the Secretary of State's voter registration records as UOCAVA voters no later than September 19, 2019. Provide a list of eligible property owners to the Clerk by September 30, 2019. A supplemental list should be requested from the Garfield County Assessor's office 30 days before the election, by October 8, 2019, and will contain any names that have been made eligible and are eligible for a property owner's ballot since the previous list. This list will be provided to the Clerk by October 16, 2019. C.R.S. §1-5-304
7. Provide a certified copy of the ballot content, submitted as an email attachment to eplace@garfield-county.com in electronic media format, in the format requested below, at the earliest possible time and in any event no later than sixty days before the election, September 6, 2019 at 5:00 p.m. Ballot content (candidates, issues and questions) to be exactly in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk will not be responsible for making any changes after the certification. C.R.S. §1-5-203(3)(a)
 - Candidates/ ballot issues and/or ballot questions must be submitted electronically in Microsoft Word format.
 - Contact Edna Place at 970-384-3700 x 1804 with any questions about submission format. New voting system for this election so you don't have to submit in notepad.
 - Provide audio pronunciation of all candidates names.
8. Proofread and approve the Public Entity's ballot content for printing preferably the same day of receipt from the Clerk. The Public Entity shall provide an e-mail address and designate a person to be available for proofing and approving ballot content for printing and audio files of pronunciation of candidates' names. Due to limited printing availability and time constraints, the Public Entity should provide contact information for someone who may be available from 8:00 a.m. to 5:00 p.m. from September 09 until September 13, 2019 or until final approval of printing of ballots has been reached. If no one representing the Public Entity is available and the printing timeline requires it, the ballot will go to print without Public Entity approval. The Clerk shall not be responsible for any errors or omissions as a result of the Public Entity's failure to proofread the ballot. The Public Entity has designated _____ whose phone is _____ and e-mail is _____ to be available for ballot proofing.
9. May provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used.
10. May assign a representative to witness the canvass board's certification of the election. The canvass board and risk limiting audit board will be made up by representatives appointed by each major political party.
11. Notify the Clerk if public entity is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election. A copy of said ordinance or resolution will be provided to the Clerk. Where the Public Entity is a special district, within thirty days after the special district has been declared organized by the court, the Public Entity will transmit to the county clerk and recorder in each of the counties in which the Public Entity or a part thereof extends certified copies of the findings and the order of the court organizing said special district. C.R.S. §32-1-306

12. Notify the clerk in the event that the Public Entity resolves not to participate in the Election prior to the submission of ballot certification. After ballot certification day, the Public Entity which withdraws from participating in the election shall be liable for accrued election costs. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth day prior to the election, October 11, 2019. C.R.S. §1-5-208(2).

B. Conduct of the election

1. Immediately notify the Clerk of any Election contest that is initiated by the Public Entity and keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. TABOR Notice

1. Be responsible for the additional costs associated with such TABOR Notice if notice is required on behalf of the Public Entity. (See also Section I.D.2 of this Agreement).
2. Collect and compile the TABOR Notice content in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules. Article X Section 20 (3)(b)(v), C.R.S. §1-7-901, *et seq.*
3. Provide all content for the TABOR Notice to the Clerk 43 days before the day of the election. C.R.S. §1-7-904.

III. Election Costs

The minimum fee for election services is \$500.00.

1. Proportional share of costs are based on County expenditures relative to the Election, the number of electors per entity and/or space used on the ballot.
2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
4. Upon receipt of the invoice, pay to the Clerk within thirty days the prorated fee. Contact Officer can be contacted for an estimated cost of participating in this coordinated election.
5. Public Entity will be responsible for any additional or unique election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

IV. Additional Provisions

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges and/or immunities to the parties or of which their officers or employees may possess, except as expressly stated in this Agreement.

2. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement, statutory requirements, or Secretary of State Rules may result in consequences up to and including termination of this Agreement.

3. Expected Timeline:

August 5, 2019	Address Library Given to Public Entity
August 27, 2019	IGA Signed & Returned
September 3, 2019	Address Library Returned
September 6, 2019	Ballot Content Due to Clerk
September 10-13, 2019	Ballot Proofing
September 17 or 18, 2019	Logic & Accuracy Test
September 23, 2019	TABOR Notice Content Due
October 4, 2019	TABOR Notice Mailed
October 10, 2019	Request Property Owners list (Secondary)
October 16, 2019	Provide Property Owners list to clerk (Secondary)
October 15-18, 2019	Ballots Mailed (22 nd day is Columbus Day Holiday)
October 28, 2019	Voter Service & Polling Centers open for early voting
October 28, 2019	Begin signature verification and ballot processing
November 2, 2019	VSPC Saturday hours 10 am to 2 pm
November 5, 2019	Election Day
November 15, 2019	Risk limiting audit –round one
November 18-20, 2019	Canvass completed if possible

5. Allocation of Cost of the Election is at the Clerk's determination and shall be final.

6. The Clerk may enter into other substantially similar agreements with other Public Entities for the conduct of other elections simultaneously.

7. Venue for any dispute hereunder shall be in the District Court of Garfield County, Colorado.

9. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax/email was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To Clerk: Garfield County Clerk & Recorder
Drop Off: 109 8th St., Suite 200 Glenwood Springs, CO 81601
Mail: same as above
Fax: 970-947-1078
Email: pbunn@garfield-county.com

To Public Entity: _____

Drop Off: _____

Mail: _____

Fax: _____

Email: _____

10. Term of IGA. The term of this IGA shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.
11. Amendments. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.
12. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Public Entity hereunder without the consent of the other party to this Agreement.
13. The Parties hereto understand and agree that the County, it's commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Public Entity: To the extend the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Public Entity agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

GARFIELD COUNTY CLERK AND RECORDER

Date: _____

Jean M. Alberico

PUBLIC ENTITY:

NAME OF PUBLIC ENTITY:

Date: _____

By: _____

Public Entity phone number

Title of Authorized Representative

ATTACHMENT 1

PRODUCTION OF "AMENDMENT 1 NOTICE" (TABOR NOTICE) FOR 2019 COORDINATED ELECTION IGA

WHEREAS, the County Clerk and Recorder of Garfield County, Colorado ("County Clerk") and _____ ("Political Subdivision"), (collectively, the "Parties"), have entered into an intergovernmental agreement to cooperate and contract for the purpose of conducting a coordinated election; and

WHEREAS, Const. Colo. Art. X, Sec. 20 ("TABOR") requires the production of a mailed notice of the ballot issues to be determined for the Political Subdivision that are subject to the requirements of said constitutional section ("TABOR Notice"); and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be countywide coordination of its production and mailing to effectuate the purposes of said constitutional section; and

WHEREAS, the Parties desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package.

NOW THEREFORE, the Parties agree as follows:

1. The County Clerk shall perform the following services and activities for the Political Subdivision's election:

a. Determine the "least cost" method for mailing the TABOR Notice Package and determine the Political Subdivision's proportional share of the total cost.

b. Combine the text of the TABOR Notice produced by the Political Subdivision with those of other districts to produce the TABOR Notice Package.

c. Address the package to "All Registered Voters" at each address of one or more active registered electors residing within the Political Subdivision boundaries or to each postal patron. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the Political Subdivision to persons other than electors of the Political Subdivision if doing so arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

d. Determine the order in which the TABOR Notice submittal of the Political Subdivision and those of other jurisdictions, if any, shall be placed in the TABOR Notice Package, provided, however, that the materials supplied by the Political Subdivision shall be kept together as a group and in the order supplied by the Political Subdivision.

e. Mail the TABOR Notice Package, addressed as required by law, at least 30 days before the election to registered electors residing within the Political Subdivision boundaries.

f. Mail copies of the TABOR Notice Package to registered electors residing outside of the Political Subdivision who own property within the Political Subdivision boundaries.

Attachment 1 - TABOR NOTICE - Page 2 of 3

g. Refer inquiries, correspondence, and calls concerning the substance of the ballot issues and ballot questions or the operations of the Political Subdivision to such person designated as the Election Officer by the Political Subdivision.

h. Write, print, and incorporate any notice to be included in the TABOR Notice Package that may inform the elector of the polling place or that may provide other information as may be required by law.

i. Provide the Political Subdivision an itemized statement of the costs of performing the tasks performed by the County Clerk hereunder.

2. The Political Subdivision shall perform the following services and activities for the Political Subdivision's election:

a. Designate an "Election Officer" to act as liaison between the Political Subdivision and the County Clerk.

b. Determine the ballot issues to be voted upon at the election.

c. Include, within its TABOR Notice, ballot titles in this order of preference: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE."

d. Inform the County Clerk of any voter-approved additions to the TABOR Notice for the Political Subdivision and incorporate such additions into the TABOR Notice supplied to the County Clerk.

e. Designate a person ("Election Officer") to be available to respond to inquiries, correspondence, and calls concerning the substance of the ballot issues or the operations of the Political Subdivision. The Political Subdivision shall communicate this designation to the County Clerk at the time of certification of the ballot content. The Election Officer shall be reasonably available to the County Clerk and shall within a reasonable time reply to the originator of all such inquiries, correspondence, and calls.

f. Determine the ballot title and text in accord with TABOR.

g. Prepare the layout of the TABOR Notice for the Political Subdivision in accord with TABOR.

h. Summarize written comments concerning ballot issues following receipt of such comments received from the public and provide summaries for use in the TABOR Notice as required by TABOR. The summaries are limited to up to 500 words one for and one against the proposal.

i. Provide the Political Subdivision's completed TABOR Notice to the County Clerk on or before the 42nd day preceding the election and provide the number of eligible electors outside of the Political Subdivision boundaries.

j. For Title 32 Districts, provide the Clerk with a list of eligible property owners

so the Clerk can mail the TABOR Notice by the notice deadline to each address of one or more active registered electors who reside outside of the Political Subdivision.

Attachment 1 - TABOR NOTICE - Page 3 of 3

k. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the Political Subdivision. The Election Officer shall interact with any Political Subdivision petition representatives, including but not limited to, working to ensure that the Election Officer receives the summary of written comments for their petition within the time required by law.

l. Pay the costs shown in the itemized statement provided by the County Clerk either directly to the County Clerk or to such vendors or subcontractors as the County Clerk may designate.

IN WITNESS WHEREOF, the Parties hereto have executed this Attachment 1 to be effective the _____ day of _____, 2019

POLITICAL SUBDIVISION:

GARFIELD COUNTY CLERK

Authorized Signature, Title

Jean M. Alberico, County Clerk

ATTEST:

Secretary

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
[**Direct Mail to Glenwood Springs*](#)

MEMORANDUM

DATE: August 8, 2019
TO: Mayor and City Council
FROM: Karp Neu Hanlon, P.C.
RE: Firm Electric Power Service Contract Extension with Western Area Power Administration

Attached please find a proposed contract with the Western Area Power Administration (WAPA) that will extend and amend the City's terms of service for firm electric power delivery beyond the current 2024 expiration, through 2057. The City receives a significant portion of its current electric power load from WAPA, a subsidiary agency of the U.S. Department of Energy, which markets and delivers hydropower generated by Bureau of Reclamation projects. Most of the City's electricity from WAPA is generated in the Colorado River Storage Project, the Collbran Project, and the Rio Grande Project.

WAPA is soliciting renewals and extensions of its existing long-term firm electric power service contracts because it recently updated its required Integrated Project Marketing Plan to extend capacity and allocations for existing customers on similar terms beyond the current 2024 service period. The City's existing contract with WAPA was executed in 1987 and amended in 2004 to curtail and extend service through 2024 subject to drought conditions. While continued service will be subject to those existing terms, this new contract (**attachment 1**) and the general terms established in 2007 (**attachment 5**) will supersede wherever the terms conflict. Additional attachments include the Contracted Rate of Delivery or the amount of power transmitted to the City (**Exhibit A**), Schedule of Rates (**attachment 4**), and various other legally required notices and policies.

Our review of the proposed contract reveals no concerns with WAPA's offer to extend service. WAPA's main contract reflects its updated marketing plan and the introduction of newer concepts such as Renewable Energy Credits. The updated terms and conditions reflect standard provisions for the federal government and federally regulated electricity providers. While the cover letter and contract are dated 2017, the City can still execute this contract at this time.

As such, we recommend the City execute the contract with WAPA as currently drafted.

CONTRACT
BETWEEN
CITY OF GLENWOOD SPRINGS
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

CONTRACT
BETWEEN
CITY OF GLENWOOD SPRINGS
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	PREAMBLE	1
2.	EXPLANATORY RECITALS	2
3.	AGREEMENT	6
4.	TERM OF CONTRACT	7
5.	RELATED CONTRACTS	7
6.	DEFINITIONS	9
7.	FIRM ELECTRIC SERVICE	13
8.	EXCHANGE OF ENERGY AND CAPACITY	29
9.	SCHEDULE OF RATES	30
10.	SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES	30
11.	POWER FACTOR	31
12.	INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS	32
13.	ENVIRONMENTAL ATTRIBUTES	33
14.	GENERAL POWER CONTRACT PROVISIONS	33
15.	CREDITWORTHINESS	34
16.	REVIEW OF FINANCIAL AND WORK PROGRAM DATA	34
17.	EXHIBITS AND AMENDMENTS	34
18.	AUTHORIZED REPRESENTATIVES OF THE PARTIES	35
19.	AUTHORITY TO EXECUTE	35
	AUTHORIZING RESOLUTION	
	EXHIBIT A	
	RATE SCHEDULE	
	GENERAL POWER CONTRACT PROVISIONS	
	CREDITWORTHINESS PROCEDURES	
ATTACHMENT 1	AHP and Estimated Cost for WRP	
ATTACHMENT 2	Milestones of Notices and Requests for Seasonal WRP	
ATTACHMENT 3	Timeline of Notices and Requests for Long-term WRP	
ATTACHMENT 4	Milestones of Notices and Requests for CDP	
ATTACHMENT 5	Agreement for Review of Financial and Work Program Data, as Supplemented	

CONTRACT
BETWEEN
CITY OF GLENWOOD SPRINGS
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

1. PREAMBLE

This CONTRACT is made this _____ day of _____, 2017, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts, between THE UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called “WAPA,” represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the “Contracting Officer,” and City of Glenwood Springs, duly organized, created, and existing under and by virtue of the laws of the State of Colorado hereinafter referred to as the “Contractor,” its successors and

assigns, each sometimes hereinafter individually called “Party,” and both sometimes hereinafter collectively called the “Parties.”

2. EXPLANATORY RECITALS

2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.

2.2 WAPA refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called “SLCA Integrated Projects.”

2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

- 2.4 To implement the foregoing authorities, WAPA developed and published the Salt Lake City Area Integrated Projects Post-1989 General Power Marketing and Allocation Criteria (hereinafter called the “Criteria” and/or “Post-1989 Marketing Plan”) in the Federal Register on February 7, 1986 (51 FR 4844).
- 2.5 WAPA and Reclamation are under a continuing obligation to ensure the operation of Reclamation’s hydroelectric facilities complies with Federal law. Due to this, WAPA maintains flexibility in its contracts to respond if Reclamation changes the way its facilities are operated.
- 2.6 As published in the Federal Register on April 2, 1987 (52 FR 10620), WAPA’s Administrator approved final allocations of the hydroelectric power generated at the SLCA Integrated Projects, under which the Contractor received Summer and Winter Season capacity and energy allocations. Minor revisions were subsequently made to the allocations on August 24, 1989 (54 FR 35234).
- 2.7 WAPA entered into long-term firm power contracts for the delivery of the SLCA Integrated Projects capacity and energy allocations listed in the April 2, 1987, Federal Register notice (52 FR 10620), as subsequently revised in the August 24, 1989, Federal Register notice (54 FR 35234) and other Federal Register notices explained below. These contracts are referred to as the Firm Electric Service contracts executed with the SLCA Integrated Projects.

- 2.8 Effective November 20, 1995, WAPA published the Energy Planning and Management Program (Program), 10 C.F.R. Part 905, to implement Section 114 of the Energy Policy Act of 1992 (106 Stat. 2776).
- 2.9 The Program consists of two components: a requirement that each long-term firm power customer prepare an integrated resource plan, and a Power Marketing Initiative (PMI) under which WAPA extended a major portion of the Federal resource commitments to its existing long-term firm power customers. Subpart C - Power Marketing Initiative of the Program provides for the establishment of project-specific resource pools and the allocation of power from these pools to new preference customers.
- 2.10 WAPA did not consider applying the PMI to the SLCA Integrated Projects until after completion of the SLCA Integrated Projects Electric Power Marketing Environmental Impact Statement (EIS). The Record of Decision on that EIS was issued on November 1, 1996.
- 2.11 Subsequent to WAPA's proposed application of the PMI to the SLCA Integrated Projects, the public was provided opportunities to comment on WAPA's proposed application of the PMI. Public comment was also invited on how WAPA should market power given recent changes in the electric industry; and, on how much power should be set aside for new customers, particularly Native American Tribal entities. On June 25, 1999, WAPA announced its decision in the Federal Register

(64 FR 34414) that the term of SLCA Integrated Projects contracts would be renewed and extended until September 30, 2024. On September 8, 1999, WAPA established the Power Allocation Procedures and Call for Applications in the Federal Register (64 FR 48825), for SLCA Integrated Projects Post-2004 Resource Pool.

- 2.12 On February 4, 2002, WAPA published final allocations of the Post-2004 Resource Pool in the Federal Register (67 FR 5113) and on July 29, 2002, adjusted final allocations as published in the Federal Register (67 FR 49019).
- 2.13 In the May 20, 2004, Federal Register (69 FR 29135), WAPA published its Notice of Determination of the Post-2004 Marketable Resources which stated that due to drought conditions it was necessary to reduce the energy component of the SLCA Integrated Projects marketable resources. WAPA stated that it would reduce the marketable energy available to its Contractors beginning October 1, 2004, then gradually increase the energy available over a 5-year period, reaching a level in the fifth year (beginning October 1, 2009) that would remain constant through September 30, 2024. WAPA also indicated that additional hydroelectric power could be available to its customers when hydrologic conditions warranted. On October 1, 2004, most entitlements of Contractors to the long-term firm SLCA Integrated Projects capacity and energy available at that time were reduced by seven (7) percent to provide power for new preference customers. WAPA amended the existing contracts with the Contractors to implement this decision.

- 2.14 The existing contracts expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.
- 2.15 In the November 29, 2016, Federal Register (81 FR 85946) WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan (hereinafter called the "2025 Marketing Plan"), extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.
- 2.16 The Contractor desires to purchase and WAPA is willing to furnish Firm Electric Service from the SLCA Integrated Projects under the terms and conditions stated herein.

3. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows.

4. TERM OF CONTRACT

- 4.1 This Contract shall become effective as of the date in Section 1 above or October 1, 2017, whichever is later, and will remain in effect through the end of the calendar day on September 30, 2057, subject to prior adjustments, modifications, or termination as provided herein.
- 4.2 The delivery of Firm Electric Service under this Contract shall commence October 1, 2024.
- 4.3 The delivery of Firm Electric Service from the effective date hereof through the end of the calendar day on September 30, 2024, shall be subject to the terms and conditions of Contract No. 87-SLC-0049, except that sections 7.1.6, 13, 14, and 15 of this Contract shall become effective for all Firm Electric Service deliveries on or after the effective date hereof. Except as provided above, in the event of a conflict between the terms of Contract No. 87-SLC-0049 and the terms of this Contract, the terms of Contract No. 87-SLC-0049 shall control through the end of calendar day September 30, 2024, and the terms of this Contract shall control thereafter.

5. RELATED CONTRACTS

- 5.1 The Contractor's SLCA Integrated Projects Contract No. 87-SLC-0049 with

WAPA expires by its own terms and terminates in its entirety at the end of the calendar day on September 30, 2024.

- 5.2 Termination of Contract No. 87-SLC-0049 and implementation of this Contract shall occur simultaneously, at the end of the calendar day on September 30, 2024, with no disruption in delivery of Firm Electric Service.
- 5.3 In the event that Contract No. 87-SLC-0049 is terminated prior to the end of the calendar day on September 30, 2024, this Contract shall terminate effective with the termination of the Contract No. 87-SLC-0049, unless otherwise provided.
- 5.4 The Contract Rate of Delivery (CROD), as defined in Section 6.2, with associated energy under Contract No. 87-SLC-0049 may be modified prior to October 1, 2024, based upon the terms in Contract No. 87-SLC-0049. If modifications are made to Contract No. 87-SLC-0049, such as reductions, withdrawals, restrictions, limits, penalties, termination, additions, increases, and any other applicable adjustment prior to October 1, 2024, the same modifications shall be made to this Contract and any applicable exhibits and attachments.
- 5.5 If applicable, certain allocation holders identified in Contract No. 87-SLC-0049 have assigned their CROD and associated energy allocations to Contractor, and those assigned allocations are included in this Contract as allowed by the terms of the assignment. If Contract No. 87-SLC-0049 terminates prior to the end of the

calendar day on September 30, 2024, any applicable allocation assignment agreement(s) shall terminate concurrently.

6. DEFINITIONS

For the purposes of this Contract:

6.1 Available Hydro Power (AHP) is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by WAPA based on prevailing water release conditions and set forth in Exhibit A; Provided, however, that AHP shall not be less than the Contractor's Sustainable Hydro Power.

6.2 Contract Rate of Delivery (CROD) is the maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 7 and in Exhibit A of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

- 6.3 Contractor is a preference customer within the marketing area of the SLCA Integrated Projects. Contractors refers to all SLCA Integrated Projects customers.
- 6.4 Contracting Officer is the officer executing this Contract, a duly appointed successor, or a duly authorized representative.
- 6.5 Customer Displacement Power (CDP) is the amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.
- 6.6 Designated Points of Delivery are those points described in Exhibit A where Firm Electric Service furnished by the SLCA Integrated Projects is delivered to the Contractor or to a transmission agent for further delivery to the Contractor.
- 6.7 Firm Electric Service is the firm energy and capacity provided by WAPA at Designated Points of Delivery.
- 6.8 Firming Power is power purchased by WAPA from time-to-time which it determines to be required in order to meet its commitments for AHP and Seasonal SHP Energy.

- 6.9 Long Term Western Replacement Power (Long Term WRP) is the amount of Western Replacement Power that WAPA will purchase for the Contractor for a specified period of at least one (1) year pursuant to Section 7.3 which will be used, as required, as part of the Contractor's CROD and Monthly Energy within the given period.
- 6.10 Monthly Capacity is the maximum quantity of firm capacity expressed in kilowatts (kW) that WAPA is committed to deliver and the Contractor is entitled to receive each month, pursuant to Section 7.8.
- 6.11 Monthly Energy is the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month pursuant to Sections 7.1.3 and 7.8, and as set forth in Exhibit A.
- 6.12 Season or Seasonal is Summer or Winter Season.
- 6.13 Seasonal SHP Energy is the minimum quantity of firm energy expressed in kWh the Contractor is entitled to receive each Season as set forth in Section 7.1.2.
- 6.14 Seasonal Western Replacement Power (Seasonal WRP) is the maximum amount of Western Replacement Power WAPA will purchase for the Contractor during a

Season or shorter period of time, pursuant to Section 7.2, which will be used, as required, as part of the Contractor's CROD and Monthly Energy.

6.15 Summer Season is the six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.

6.16 Sustainable Hydro Power (SHP) is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy, projected at an established risk level and supplemented by WAPA power purchases as may be required from time-to-time due to hydrological conditions, which level shall be fixed and made available to the Contractor each Season through a specified contract period. SHP will be established by WAPA in consultation with the Contractors, and set forth in the attached Exhibit A.

6.17 Western Replacement Power (WRP) is the amount of supplemental power requested by the Contractor to be acquired by WAPA on behalf of the Contractor as part of the Contractor's CROD and Monthly Energy within a given period and paid for by the Contractor on a pass-through-cost basis. WRP may also be purchased as Seasonal WRP, as provided for in Section 7.2, or as Long Term WRP, as provided for in Section 7.3.

6.18 Winter Season is the six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

7. FIRM ELECTRIC SERVICE

7.1 WAPA's Energy and Capacity Obligations: WAPA, under the terms and conditions specified herein and within the available capacity of the substation and transmission facilities to deliver the Firm Electric Service at specific Designated Points of Delivery, will furnish Firm Electric Service to the Contractor, up to the mutually agreed upon Monthly Energy and Monthly Capacity set forth in Exhibit A.

7.1.1 The Seasonal CROD, SHP, AHP, and Monthly Capacity shall be as set forth in Section 3 of Exhibit A.

7.1.2 The Seasonal SHP Energy and Monthly SHP Energy shall be as set forth in Section 4 of Exhibit A.

7.1.3 The Monthly Energy available with the CROD shall be the sum of the Contractor's monthly portion of (1) Seasonal SHP Energy or energy associated with AHP, whichever is greater, plus (2) energy associated with WRP, plus (3) energy associated with the CDP as set forth in Exhibit A.

Monthly Energy available with the CROD shall not exceed 100 percent load factor.

7.1.4 If the Seasonal SHP Energy and the CROD are changed due to exchanges of energy and capacity in accordance with Section 8 of the Contract, any such changes will be reflected prior to the beginning of each Season in a revision to Exhibit A.

7.1.5 Should WAPA determine that hydrology projections, operational or other changes, show AHP energy or capacity in sufficient quantities to be made available above that identified as AHP in Exhibit A, WAPA shall first offer said energy or capacity to its Contractors. Appropriate written notification from WAPA will be given to the Contractor.

7.1.6 WAPA may revise the amount of the Contractor's Seasonal SHP Energy or Seasonal CROD as required to respond to changes in hydrology and river operations, upon five (5) years' notice to the Contractor.

7.2 Seasonal WRP: The procedure for acquiring Seasonal WRP is as follows, and the schedule of dates by which the terms of Seasonal WRP are to be complied with are listed in Attachment No. 2.

- 7.2.1 WAPA will notify the Contractor in writing as to what portion of the CROD in the upcoming season will be supplied from AHP. The notification will also provide WAPA's estimated price of purchasing Seasonal WRP for the upcoming Season and any advancement of funds necessary pursuant to Section 7.5. This notice will be in substantially the same form as Attachment No. 1.
- 7.2.2 The Contractor will provide authorization by returning the form to WAPA indicating the amount of Seasonal WRP that it requests WAPA to purchase for the upcoming Season. Such written notice will constitute a commitment by the Contractor to pay its share of WAPA's cost of the Seasonal WRP pursuant to this Section 7.2, except when power is not available per Section 7.2.3. The amount of Seasonal WRP for which notice is provided by the Contractor for a Season may vary by month. Such monthly amounts must be so indicated in the Contractor's notification.
- 7.2.3 Upon receipt of the authorization from the Contractor, pursuant to Section 7.2.2, WAPA will endeavor to purchase the requested Seasonal WRP. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA shall notify the Contractor. If the Contractor then chooses to rescind its request for WRP, it must do so promptly in writing.

- 7.2.4 At the beginning of the billing period for each Season, WAPA will notify the Contractor of any revisions to WAPA's estimated price for Seasonal WRP for each month of the Season.
- 7.2.5 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of providing Seasonal WRP for that month.
- 7.2.6 The costs associated with Seasonal WRP shall reflect additional costs, if any, incurred by WAPA for energy purchased as Seasonal WRP, as compared with the cost WAPA has determined is necessary to support its monthly energy commitments without Seasonal WRP purchases. Such additional costs shall be limited to the net cost of such energy calculated by subtracting from WAPA's total cost of providing the energy (i) the revenues received by WAPA from the sale of such energy, and (ii) if used by WAPA for Firming Power, the estimated cost for such Firming Power that WAPA otherwise would have incurred.
- 7.2.7 If the Contractor has paid in excess of WAPA's actual cost of the Seasonal WRP provided to the Contractor during the Season, WAPA will credit the amount toward payment of the Contractor's next practicable service month power bill unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Seasonal WRP accepted by the

Contractor during the Season, WAPA will bill the Contractor for such amount in its next practicable service month power bill unless otherwise mutually agreed. When advanced funds are needed, pursuant to Section 7.5, the provisions in Subsection 7.2.7 shall not be applicable.

7.3 Long Term WRP: The procedure for acquiring Long Term WRP is as follows, and the schedule of dates by which the terms of Long Term WRP are to be met is listed in Attachment No. 3.

7.3.1 WAPA will notify the Contractor as to what portion of the Contractor's CROD is expected to be supplied from AHP for the remainder of the Contract.

7.3.2 If the Contractor is interested in acquiring Long Term WRP, the Contractor will notify WAPA of the amount of Long Term WRP desired, the period of time for which the Contractor is willing to commit to purchase that amount, and the maximum price that the Contractor would be willing to have WAPA pay to purchase Long Term WRP. These will be used by WAPA in soliciting and evaluating potential power purchase options and will limit any obligation of WAPA to provide Long Term WRP.

- 7.3.3 After receipt of the notice(s) referenced in Section 7.3.2, WAPA shall request proposals from power suppliers for power to supply the request(s) for Long Term WRP.
- 7.3.4 Once WAPA receives and evaluates proposals from suppliers, WAPA shall inform the Contractor of the length of commitment, terms, and conditions, including adequacy of transmission, under which Long Term WRP is available. WAPA will also notify the Contractor of any advancement of funds needed pursuant to Section 7.5.
- 7.3.5 The Contractor shall provide written authorization to WAPA to contract for the Long Term WRP under the specified terms and conditions. Such written authorization will constitute a commitment by the Contractor to pay its share of the cost of the Long Term WRP under the terms and conditions specified.
- 7.3.6 Only upon receipt of written authorization from the Contractor will WAPA pursue purchasing Long Term WRP for the Contractor. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA will notify the Contractor of the changes. If the Contractor then chooses to rescind its request for Long Term WRP, it must do so promptly in writing. Service shall normally begin on the first day of the next Season.

- 7.3.7 The Contractor may commit to more than one Long Term WRP arrangement; Provided, That its request for Long Term WRP, when combined with the Contractor's SHP, other WRP commitments and CDP commitments, shall not exceed the Contractor's CROD, or 100 percent load factor of the CROD.
- 7.3.8 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of Long Term WRP for that month. The cost will be calculated by placing WAPA's total Long Term WRP costs into a cost pool for each term of commitment of Long Term WRP, and then prorating the costs to the Contractor in proportion to its share of Long Term WRP in that pool.
- 7.3.9 Determination of WAPA's actual costs for Long Term WRP and excess or deficient payments by the Contractor for Long Term WRP will be made at the end of WAPA's fiscal year. If the Contractor has paid in excess of WAPA's actual costs of the Long Term WRP, WAPA will reflect such excess amount in a credit to the Contractor's amount of payment to be made in the next practicable service month power bill, unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Long Term WRP, WAPA will bill such deficiency to the Contractor in its next practicable service month power bill, unless otherwise mutually

agreed. When advanced funds are needed, pursuant to Section 7.5, these provisions in Subsection 7.3.9 shall not be applicable.

7.3.10 If requested by the Contractor, WAPA shall attempt to sell any energy associated with Long Term WRP that is in excess of the Contractor's needs. If WAPA sells such energy, WAPA shall credit the Contractor's charges for Long Term WRP by any revenues obtained, less WAPA's costs, if any, to provide this service.

7.4 Cost of Providing WRP: WAPA's cost of providing WRP shall not be included in the capacity and energy rates charged to the Contractor under the SLCA Integrated Projects Firm Power Rate Schedule.

7.5 Advancement of Funds

7.5.1 WAPA may make purchases of WRP from the funds it has available. In the event that WAPA does not have sufficient funds to make WRP purchases, the Contractor will provide its pro-rata share of funds in advance for WAPA's use in purchasing WRP on the Contractor's behalf. The notice provided to the Contractor by WAPA pursuant to Sections 7.2.1 and 7.3.4 will notify the Contractor as to its pro-rata share, if an advance is needed. The Contractor shall submit the advanced funds to WAPA with the written authorization pursuant to Sections 7.2.2 or

7.3.5. Advanced funds will be credited to a separate account and will be held by WAPA for the Contractor to be used solely for purchases of WRP. When advanced funds are needed, Sections 7.2.7 and 7.3.9 shall not be applicable. The amounts advanced will be determined according to the following criteria:

7.5.1.1 For Seasonal WRP, the Contractor will advance an amount equal to (i) one third of the estimated cost of Seasonal WRP to be purchased by WAPA on behalf of the Contractor in the upcoming Season, less (ii) the amount, if any, held by WAPA for purchases of Seasonal WRP on behalf of the Contractor for the current Season; Provided, That if the amount held by WAPA for the current Season is greater than the amount required for the upcoming Season, the difference will either be refunded to the Contractor after the current Season or, at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.2 If the Contractor fails to advance WAPA sufficient funds for Seasonal WRP in accordance with the amounts and schedules set forth in Sections 7.5.1.1, WAPA will not purchase Seasonal WRP on the Contractor's behalf for that upcoming Season.

7.5.1.3 For Long Term WRP, the Contractor will advance an amount equal to (i) the next two (2) months of the estimated cost of the Long Term WRP to be purchased by WAPA on behalf of the Contractor, less, (ii) the amount, if any, then held by WAPA for purchases of Long Term WRP on behalf of the Contractor; Provided, That if the amount then held by WAPA is greater than the amount required for the next two (2) months, the difference will either be refunded to the Contractor by WAPA or at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.4 Upon termination of the Contract, any funds advanced by the Contractor that are still held by WAPA and are in excess of amounts owed to WAPA will be refunded to the Contractor.

7.6 Customer Displacement Power: The procedure for acquiring CDP is as follows, and the schedule of dates by which the terms of CDP are to be met are listed in Attachment No. 4.

7.6.1 The Contractor may, individually or in association with other Contractors of the SLCA Integrated Projects, furnish written notice to WAPA that it wishes to provide to WAPA, for delivery to the Contractor, CDP for a portion or all of the power above AHP and WRP up to the CROD and for

which it has not otherwise provided notification for Seasonal WRP or Long Term WRP in accordance with the notification guidelines set forth in Section 7.2 or 7.3. CDP may only be accepted in time periods offered for Seasonal or Long Term WRP.

7.6.2 The Contractor will furnish with its notification to provide CDP pursuant to Section 7.6.1, information regarding the source and point of receipt of power, the amount of power to be provided, the initial month of delivery, the commitment length, the designation of the scheduling entity, and any prescheduling and scheduling requirements and restrictions. WAPA will determine its ability to deliver this CDP in accordance with Section 7.7.3.

7.6.3 The Contractor may request a change or modification to the source(s) or conditions of CDP at any time prior to or during a Season upon written notification to WAPA's appropriate scheduling office. WAPA shall make its best efforts to expedite its determination of its ability to accept this CDP for delivery to the Contractor and shall so notify the Contractor, in writing, of its determination as soon as possible. However, WAPA shall have the sole determination of its ability to accept this CDP under the new conditions.

- 7.6.4 Any portion of CDP not supplied pursuant to Section 7.6.1 will be deemed to be supplied pursuant to this Section 7.6. WAPA will not be responsible for firming CDP purchases made by the Contractor.

7.7 Transmission Provisions

- 7.7.1 Reserved Firm Capacity (RFC) in the CRSP transmission system will be maintained by WAPA to deliver the Contractor's CROD, to meet other firm transmission and firm exchange commitments, and to serve loads solely dependent upon transmission service on WAPA's system. The Contractor's AHP, WRP, and CDP, where CDP has been accepted by WAPA pursuant to Section 7.6.2, will be treated as firm deliveries up to the Contractor's CROD. Procedures for management of curtailments shall be contained in Scheduling, Accounting, and Billing Procedures (SABPs), as referenced in Section 10, jointly developed and executed by both Parties.

- 7.7.2 To the extent that actual AHP, combined with the sum of contractual commitments by the Contractor for purchase of Long Term WRP, Seasonal WRP, and CDP, result in capacity greater than the Contractor's CROD, it is the Contractor's responsibility to arrange for transmission and delivery of any Long Term WRP, Seasonal WRP, and CDP in excess of the Contractor's CROD. Additionally, the Contractor shall independently

arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the Contractor pursuant to Section 7.6.

7.7.3 Pursuant to the CRSP Joint Planning Agreement Principles No. 96-SLC-0315, as may be amended, WAPA shall engage in a consultative process with the Contractors for determination of (i) the transmission capacity of the existing CRSP transmission system and any modification or additions thereto, (ii) the capacity in the system needed to meet the RFC requirement of Section 7.7.1, and (iii) any remaining available transmission capacity that could be made available for other firm transmission purposes.

7.7.3.1 Determination of transmission availability among competing new requests for WRP and CDP will be based, among other things, on the length of the commitment, i.e., for the upcoming Season or in increments offered by WAPA for Long Term WRP, with requests of longer commitment lengths being given higher priority. Prior to the beginning of Long Term WRP, as established in Section 7.3 of this Contract, the maximum commitment length for WRP and CDP will be the upcoming Season.

7.7.3.2 For requests of WRP and CDP of equal commitment length, WRP and CDP will share current RFC pro-rata when such concurrent

requests exceed estimated RFC. Prior to the first Long Term WRP commitment date, as established in Section 7.3 of this Contract, requests received through the date of the Contractor's notice for Seasonal WRP will be considered as being received concurrent for the upcoming Season. Subsequent to the first commitment date for Long Term WRP, requests for CDP will be considered as outlined in Attachment No. 4.

7.7.3.3 The commitment length for CDP can be no longer than the Contractor's purchase commitment to the resource designated at WAPA's point of receipt.

- 7.8 Monthly Commitments: At least sixty (60) days before the beginning of each Season, the Contractor and the Contracting Officer shall establish the Monthly Energy and Monthly Capacity for the upcoming Season at each Designated Point of Delivery; Provided, however, that Monthly Capacity in any month may not exceed the Contractor's CROD as set forth in Section 7.1.1. The Monthly Energy and Monthly Capacity will be set forth in Exhibit A. Energy or capacity may not be transferred from month to month without revision to Exhibit A.
- 7.9 Minimum Hourly Delivery: The Minimum Hourly Delivery shall be 35 percent of the total of the Contractor's CROD, or the Contractor's total load, whichever is less, or as otherwise set forth in Exhibit A. Upon request of the Contractor, the

requirement for a Minimum Hourly Delivery may be waived by WAPA, if operating conditions permit. At no greater than 2-year intervals, WAPA, in consultation with its Contractors, shall reevaluate, and may revise, the minimum hourly delivery. Such revision will be reflected in a revised Exhibit A.

- 7.10 Operating Reserves: WAPA is able to provide operating reserves for the Contractor for AHP. To the extent that the Contractor's CDP or WRP from a third-party purchase includes the provision of operating reserves, WAPA shall allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.
- 7.11 Designated Point(s) of Delivery and Voltages: Firm Electric Service furnished by WAPA to the Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A. Charges and losses will be established as follows: (i) any transmission costs and associated losses incurred in the delivery of AHP to the Designated Points(s) of Delivery described in Exhibit A shall be the responsibility of WAPA, (ii) losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor, and (iii) any transmission costs and associated losses in the delivery of Firm Electric Service beyond the Designated Point(s) of Delivery shall be the responsibility of the Contractor.
- 7.12 Metering: The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the SABPs entered into pursuant to

Section 10 hereof. Insofar as the Firm Electric Service delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in said SABPs.

7.13 Transmission Agent: Not Applicable.

7.14 Firming Power

7.14.1 In the event that actual power produced by SLCA Integrated Projects generation is inadequate to meet AHP or Seasonal SHP Energy as set forth in Exhibit A, WAPA will purchase Firming Power required to meet any shortfall. The cost of such Firming Power purchases, as well as revenues from any associated short term power sales, shall be included in the capacity and energy rates charged to the Contractor under the then-current SLCA Integrated Projects Firm Power Rate Schedule.

7.14.2 Any expenses deemed non-reimbursable pursuant to Section 1807 of the Grand Canyon Protection Act of 1992, Pub. L. 102-575, shall be treated as non-reimbursable expenses.

8. EXCHANGE OF ENERGY AND CAPACITY

In order to optimize use of SLCA Integrated Projects' resources, WAPA will consider, subject to the conditions set forth herein, an exchange of energy and/or capacity between Contractors. If the Contractor desires an exchange of energy and/or capacity, it must submit a request sixty (60) days prior to the anticipated effective date of the exchange of energy and/or capacity. WAPA will then review requests on the basis of its operational requirements. If operational requirements permit, requesting Contractors will be offered a letter agreement, for an exchange of energy and/or capacity. The Contractor will return the signed letter agreement accepting the proposed exchange. The Seasonal Energy and the Contract Rates of Delivery will then be increased or decreased, as necessary, in a revision to Exhibit A. Any exchange of energy and/or capacity is at the discretion of WAPA, and WAPA may elect to not facilitate an exchange. In the event WAPA does facilitate an exchange, the exchange is for the approved period only, and at the end of that approved period the Contractor's Seasonal Energy and Contract Rates of Delivery will revert to those amounts set forth in Section 7.1.

9. SCHEDULE OF RATES

The Contractor shall pay WAPA for the Firm Electric Service furnished hereunder in accordance with rates, charges, and conditions set forth in the General Power Contract Provisions (GPCPs) dated as of September 1, 2007, and in applicable Rate Schedule, both attached hereto and made a part hereof, or any superseding rate schedules.

10. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES

10.1 Written SABPs, shall be developed and agreed upon by the authorized representatives of the Parties before the date of initial service under this Contract. The SABPs are intended to implement the terms of this Contract but not to modify or amend it and are, therefore, subordinate to this Contract. Revisions to the SABPs may be needed to meet operational requirements and such revisions shall be made in accordance with Section 10.3. Any revisions to the SABPs shall be developed in consultation with the Contractor.

10.2 Deliveries of Firm Electric Service hereunder may be scheduled in advance as determined by the Contracting Officer, on an hourly basis, emergencies excepted, and accounted for on the basis of such advance schedules, all in accordance with SABPs agreed upon in advance between the authorized representatives. Said SABPs will specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, shall be corrected in later deliveries. If operating conditions warrant and WAPA so notifies the Contractor, WAPA may,

at its option, revise the Contractor's schedule or request the Contractor to schedule its resources from the SLCA Integrated Projects to approximate normal hourly and/or daily load patterns to avoid abrupt changes in water releases and generation levels or other undesirable results. The Contractor will initiate hourly scheduling within ninety (90) days of a request by WAPA.

- 10.3 In the event the Contractor fails or refuses to execute the initial SABPs or any revised SABPs which WAPA determines to be necessary due to changes in this Contract or the power system of either Party, WAPA will temporarily implement essential procedures as determined by WAPA until mutually acceptable SABPs have been developed and executed by the authorized representatives.

11. POWER FACTOR

- 11.1 The Contractor will be expected to maintain the power factor specified in the attached rate schedule or the GPCPs. If the power factor requirements under applicable rate schedule(s) and the GPCPs are not the same, the more stringent requirement will apply.
- 11.2 If the applicable power factor standard is not complied with, WAPA may, after giving the Contractor ninety (90) days' written notice to correct the condition or such additional time as warranted by circumstances, make delivery system improvements associated with power factor correction at the Contractor's expense

to WAPA's system or to the system used by the Contractor with the agreement of the Contractor and/or Third Party Service Provider. If WAPA is required to pay for delivery system improvements associated with power factor correction on the systems of its transmission agents, which are attributable to conditions on the system used by the Contractor, the Contractor shall pay for the cost of such improvements.

12. INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS

- 12.1 The Contractor shall comply with the Integrated Resource Plan (IRP) or Small Customer Plan requirements, as applicable, in accordance with the Program. If the Contractor submits an IRP with a State or Tribal regulatory body, that same plan may be submitted to WAPA for approval in meeting the IRP or Small Customer Plan requirements.
- 12.2 WAPA shall administer the IRP or Small Customer Plan requirements, as applicable, in accordance with the Program.
- 12.3 Failure to comply with the IRP or Small Customer Plan requirements, after exhaustion of all appeals, will result in the application of penalties as specified in the Program.

12.4 In the event that WAPA, or any successor agency, shall promulgate changes to the IRP portion of the Program following its initial adoption as published in the Federal Register at 60 FR 54151 (October 20, 1995), the Contractor, by written notice to the Contracting Officer within ninety (90) days after the effective date of a Program change, may elect to terminate this Contract. The termination shall be effective one (1) year from the date of receipt of the notice by WAPA.

13. ENVIRONMENTAL ATTRIBUTES

WAPA shall allocate to the Contractor available environmental attributes, such as renewable energy credits/certificates (RECs), that exist from SLCA Integrated Projects hydroelectric generation. Environmental attributes are considered bundled with the energy (kWh) allocation, and the Contractor has the right, but not the obligation, to take title and ownership to its proportionate share based upon its energy allocation set forth in Section 7.1.

14. GENERAL POWER CONTRACT PROVISIONS

The GPCPs effective September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Articles 1.2 and 20 through 30, shall not apply or be incorporated herein; Provided, That Contractor transactions utilizing capacity and/or energy under this Contract with an entity or entities that coordinate, control, monitor, or support operation of the bulk electric system, or act as a marketplace operator of wholesale power, or procure products or service on behalf of any such entity, including but not limited to independent system

operators, regional system operators, transmission organizations, balancing authorities, or successor organizations associated with the Contractor's load shall not be considered a sale for resale.

15. CREDITWORTHINESS

The WAPA Creditworthiness Procedures effective September 1, 2017, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein.

16. REVIEW OF FINANCIAL AND WORK PROGRAM DATA

Letter Agreement No. 92-SLC-0208 dated September 24, 1992, as supplemented, or any superseding agreement, among the Salt Lake City Area Office of WAPA, the Upper Colorado Region of the Bureau of Reclamation, and Colorado River Energy Distributors Association provides for implementation of the Statement of Principles and Joint Procedures for Contractor review of financial and work program data relating to rates of the SLCA Integrated Projects. This Letter Agreement and supplement are attached hereto as Attachment No. 5, and incorporated into this Contract and implemented as provided for therein.

17. EXHIBITS AND AMENDMENTS

Inasmuch as certain provisions of this Contract may change during the term hereof, they will be set forth in exhibits from time-to-time agreed upon by the authorized representatives of the Parties. The initial Exhibit A, and all future exhibits shall be

attached hereto and made a part hereof, and each shall be in force and effect in accordance with its terms unless superseded by a subsequent exhibit. This Contract may be amended or modified only by an amendment or modification duly executed by the Parties.

18. AUTHORIZED REPRESENTATIVES OF THE PARTIES

Each Party shall, by written notice to the other, designate the representative(s) who is (are) authorized to act on its behalf with respect to those matters contained herein which are the functions and responsibilities of its authorized representative(s). Either Party may change the designation of its authorized representative(s) upon written notice.

19. AUTHORITY TO EXECUTE

The Preamble and Explanatory Recitals of this Contract are incorporated by reference herein. Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

IN WITNESS WHEREOF, The Parties hereto have caused this Contract to be duly executed the day and year first written above.

U.S. DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By: _____

Title: _____

Address: CRSP Management Center

299 South Main Street, Suite 200

Salt Lake City, UT 84111

CITY OF GLENWOOD SPRINGS

By: _____

Title: _____

Address: _____

EXHIBIT A

POINTS OF DELIVERY, VOLTAGES, AND DELIVERY OBLIGATIONS

1. This Exhibit A is made this ____ day of _____, 2017, to be effective October 1, 2024, under and as part of Contract No. 17-SLC-0847, dated _____, hereinafter called the “Contract,” and shall remain in effect until superseded by another Exhibit A in accordance with the provisions of the Contract; Provided, That this Exhibit A or any superseding Exhibit A shall be terminated by the expiration of the Contract.
2. Point(s) of Delivery and Voltages: SLCA Integrated Projects firm energy and capacity will be delivered pursuant to the Contract at the point(s) of delivery and voltages listed below.

Point(s) of Delivery

Nominal Voltage (kV)

Hayden

138-kV

3. Contract Rate of Delivery (CROD), Sustainable Hydro Power (SHP), Available Hydro Power (AHP), and Monthly Capacity

- 3.1 SLCA Integrated Projects Monthly Capacity, in kilowatts (kW), will be delivered pursuant to the Contract in the quantities listed in the Attachment to Exhibit A, Capacity and Energy Table below. Capacity available to the Contractor from

hydro power shall be the greater of SHP or AHP. Total Monthly Capacity shall be the sum of: (1) the greater of SHP or AHP; and (2) WRP and CDP.

- 3.2 Except as modified by Section 7.1.4 and/or 7.1.6 of the Contract, the Seasonal CROD shall be as follows:

Winter Season	1,571 kW
Summer Season	1,159 kW

4. Seasonal SHP Energy and Monthly SHP Energy

- 4.1 SLCA Integrated Projects firm energy, in kilowatt-hours (kWh) will be delivered pursuant to the Contract in the quantities listed in the Attachment to Exhibit A, Monthly Capacity and Energy Table below, at the monthly energy amount applicable to that billing period. Energy may not be transferred from month to month without revision to the Attachment to this Exhibit A.

- 4.2 Except as modified by Section 7.1.4 and/or 7.1.6 of the Contract, the Seasonal SHP Energy shall be as follows:

Winter Season	3,251,506 kWh
Summer Season	2,438,520 kWh

5. Attachment to Exhibit A, Monthly Capacity and Energy Table (Attachment): The Attachment may be revised from time-to-time by mutual agreement of the Parties as evidenced by signed concurrence to the revision.

IN WITNESS WHEREOF, the Parties hereto have caused this Exhibit A to be duly executed the day and year first written above.

U.S. DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By: _____

Title: _____

Address: CRSP Management Center

299 South Main Street, Suite 200

Salt Lake City, UT 84111

CITY OF GLENWOOD SPRINGS

By: _____

Title: _____

Address: _____

WESTERN AREA POWER ADMINISTRATION GENERAL POWER CONTRACT PROVISIONS

Page

I. APPLICABILITY.

1. Applicability	1
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II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.....	1
3. Use of Capacity or Energy in Excess of Contract Obligation	1
4. Continuity of Service	1
5. Multiple Points of Delivery.....	2
6. Metering.....	2
7. Existence of Transmission Service Contract.....	3
8. Conditions of Transmission Service	3
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries	3
10. Construction, Operation, and Maintenance of Contractor's Power System	3-4

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates	4
12. Minimum Seasonal or Annual Capacity Charge.....	4
13. Billing and Payment.....	4-5
14. Nonpayment of Bills in Full When Due	5
15. Adjustments for Fractional Billing Period	5
16. Adjustments for Curtailments to Firm Service	5-6

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).....	6
18. Distribution Principles	6
19. Contract Subject to Colorado River Compact.....	6

V. FACILITIES PROVISIONS.

20. Design Approval	6-7
21. Inspection and Acceptance.....	7
22. As-Built Drawings	7
23. Equipment Ownership Markers	7
24. Third-Party Use of Facilities	7
25. Changes to Western Control Facilities.....	7-8
26. Modification of Western Facilities.....	8
27. Transmission Rights.....	8
28. Construction and Safety Procedures	8-9
29. Environmental Compliance.....	9
30. Responsibility for Regulated Materials.....	9

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties	9
32. Effect of Section Headings	10
33. Operating Guidelines and Procedures	10
34. Uncontrollable Forces	10
35. Liability	10
36. Cooperation of Contracting Parties.....	10-11
37. Transfer of Interest in the Contract or Change in Preference Status	11
38. Choice of Law and Forum	12
39. Waivers	12
40. Notices	12
41. Contingent Upon Appropriations and Authorization	12
42. Covenant Against Contingent Fees.....	12
* 43. Contract Work Hours and Safety Standards	13
44. Equal Opportunity Employment Practices.....	13
45. Use of Convict Labor.....	13

*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. **OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Salt Lake City Area Integrated Projects Power Sales Rate History

Rate Schedule	Effective Dates	Energy (Mills/kWh)	Capacity (\$/kW-mo.)	Combined (Mills/kWh) 1/	Composite (Mills/kWh) 2/
SLIP-F1	10/87-9/90	5	\$2.09	9.92	-
SLIP-F2	10/90-11/91	7.25	\$3.08	14.5	-
SLIP-F3	12/91-9/92	8.1	\$3.44	16.2	-
SLIP-F4	10/92-9/94	8.4	\$3.54	16.72	-
SLIP-F5	12/94-4/98	8.9	\$3.83	-	20.17
SLIP-F6	4/98-9/02	8.1	\$3.44	-	17.57
SLIP-F7	10/02-9/06	9.5	\$4.04	-	20.72
SLIP-F8	10/06-9/08	10.43	\$4.43	-	25.28
SLIP-F9 (1st Step)	10/08-9/09	11.06	\$4.70	-	26.8
SLIP-F9 (2nd Step)	10/09-9/15	12.19	\$5.18	-	29.62
SLIP-F10	10/15-Present	12.19	\$5.18		29.42

The Salt Lake City Area Integrated Projects is a combination of resources from the Collbran, CRSP, and Rio Grande Projects.

1/ Combined rates are calculated with a load factor which is assumed to be constant over a given period. In the SLCA/IP, the load factor is considered to be 58.2 percent.

2/ Composite Rates are calculated by dividing the required revenue by the amount of energy sold. This methodology works independently of the load factor of the sales.

Updated: 4/1/2016

Rate Schedule SLIP-F10
(Supersedes Schedule SLIP-F9)

**UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION**

**COLORADO RIVER STORAGE PROJECT MANAGEMENT CENTER
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**SCHEDULE OF RATES FOR FIRM POWER SERVICE
(Approved Under Rate Order No. WAPA-169)**

Effective:

Rate Schedule SLIP-F10 will be placed into effect on an interim basis on the first day of the first full-billing period beginning on or after October 1, 2015, and will remain in effect until FERC confirms, approves, and places the rate schedules in effect on a final basis through September 30, 2020, or until the rate schedules are superseded.

Available:

In the area served by the Salt Lake City Area Integrated Projects.

Applicable:

To the wholesale power customer for firm power service supplied through one meter at one point of delivery or as otherwise established by contract.

Character:

Alternating current, 60 hertz, three-phase, delivered and metered at the voltages and points established by contract.

Monthly Rate:

DEMAND CHARGE: \$5.18 per kilowatt of billing demand.

ENERGY CHARGE: 12.19 mills per kilowatthour of use.

COST RECOVERY CHARGE:

To adequately recover and maintain a sufficient balance in the Basin Fund, Western uses a cost recovery mechanism, called a Cost Recovery Charge (CRC). The CRC is a charge on all SHP energy.

This charge will be recalculated before May 1 of each year, and Western will provide notification to the customers. The charge, if needed, will be placed into effect on the first day of the first full-billing period beginning on or after October 1, 2015, through September 30, 2020. If a Shortage Criteria is necessary, the CRC will be re-calculated at that time. (See Shortage Criteria Trigger explanation below.) The CRC will be calculated as follows:

**WESTERN HAS THE DISCRETION TO IMPLEMENT A CRC BASED ON
THE TIERS BELOW.**

TABLE: CRC Tiers

Tier	Criteria, If the BFBB is:	Review
i	Greater than \$150 million, with an expected decrease to below \$75 million	Annually
ii	Less than \$150 million but greater than \$120 million, with an expected 50-percent decrease in the next FY	
iii	Less than \$120 million but greater than \$90 million, with an expected 40-percent decrease in the next FY	
iv	Less than \$90 million but greater than \$60 million, with an expected 25-percent decrease in the next FY	Semi-Annual (May / November)
v	Less than \$60 million but greater than \$40 million with an expected decrease to below \$40 million in the next FY	Monthly

TABLE: SAMPLE CRC CALCULATION

		Description	Example	Formula
STEP ONE	Determine the Net Balance available in the Basin Fund.			
	BFBB	Basin Fund Beginning Balance (\$)	\$ 85,860,265	Financial forecast
	BFTB	Basin Fund Target Balance (\$)	\$ 64,395,199	BFBB – (Tier % *BFBB), or BFTB for Tier i and Tier v ¹
	PAR	Projected Annual Revenue (\$) w/o CRC	\$ 232,780,000	Financial forecast
	PAE	Projected Annual Expenses (\$)	\$ 226,649,066	Financial forecast
	NR	Net Revenue (\$)	\$ 6,130,934	PAR - PAE
	NB	Net Balance (\$)	\$ 91,991,199	BFBB + NR
STEP TWO	Determine the Forecasted Energy Purchase Expenses.			
	EA	SHP Energy Allocation (GWh)	4,952	Customer contracts
	HE	Forecasted Hydro Energy (GWh)	4,924	Hydrologic & generation forecast
	FE	Forecasted Energy Purchase (GWh)	504	EA – HE or anticipated
	FFC	Forecasted Average Energy Price per MWh (\$)	\$ 34.23	From commercially available price indices
	FX	Forecasted Energy Purchase Expense (\$)	\$ 17,262,512	FE * FFC *1000
STEP THREE	Determine the amount of Funds Available for firming energy purchases, and then determine additional revenue to be recovered. The following two formulas will be used to determine FA; the lesser of the two will be used.			
	FA1	Basin Fund Balance Factor (\$)	\$ 17,262,512	If (NB>BFBB,FX,FX -(BFTB - NB))
	FA2	Revenue Factor (\$)	\$ 17,262,512	If (NR>-(BFBB-BFTB), FX, FX+NR +(BFBB-BFTB))
	FA	Funds Available (\$)	\$ 17,262,512	Lesser of FA1 or FA2 (not less than \$0)
	FARR	Additional Revenue to be Recovered (\$)	\$ 0	FX - FA
STEP FOUR	Once the FA for purchases have been determined, the CRC can be calculated, and the WL can be determined.			
	WL	Waiver Level (GWh)	5428	If (EA<HE,EA,HE+(FE*(FA/FX))), but not less than HE
	WLP	Waiver Level Percentage of Full SHP	110%	WL/EA*100
	CRCE	CRC Energy (GWh)	0	EA - WL
	CRCEP	CRC Energy Percentage of Full SHP	0%	CRCE/EA*100
	CRC	Cost Recovery Charge (mills/kWh)	0	FARR/(EA*1,000)

Notes: 1- Use CRC Tiers Table to calculate applicable value

Narrative CRC Example**STEP ONE: Determine the net balance available in the Basin Fund.**

BFBB – Western will forecast the Basin Fund Beginning Balance for the next FY.

$$\mathbf{BFBB = \$85,860,265}$$

BFTB – The Basin Fund Target Balance is based on the applicable tiered percentage, or minimum value, of the Basin Fund Beginning Balance derived from the **CRC Tiers** table with a minimum BFTB set at \$40 million.

$$\mathbf{BFTB = BFBB \text{ less } 25 \text{ percent, see } \mathbf{Tier iv} \text{ (BFBB < 90 million, BFBB > 60 million)}}$$

$$= \$85,860,265 - \$21,464,066$$

$$= \mathbf{\$64,395,199}$$

PAR – Projected Annual Revenue is Western’s estimate of revenue for the next FY.

$$\mathbf{PAR = \$232,780,000}$$

PAE – Projected Annual Expenses is Western’s estimate of expenses for the next FY. The PAE includes all expenses plus non-reimbursable expenses, which are capped at \$27 million per year plus an inflation factor. **This limitation is for CRC formula calculation purposes only, and is not a cap on actual non-reimbursable expenses.**

$$\mathbf{PAE = \$226,649,066}$$

NR – Net Revenue equals revenues minus expenses.

$$\mathbf{NR = PAR - PAE}$$

$$= \$232,780,000 - \$226,649,066$$

$$= \mathbf{\$6,130,934}$$

NB – Net Balance is the Basin Fund Beginning Balance plus net revenue.

$$\text{NB} = \text{BFBB} + \text{NR}$$

$$= \$85,860,265 + \$6,130,934$$

$$= \$91,991,199$$

STEP TWO: Determine the forecasted energy purchases expenses.

EA – The Sustainable Hydro Power Energy Allocation (from Customer contracts). This does not include Project Use customers.

$$\text{EA} = 4,952 \text{ (GWh)}$$

HE – Western’s forecast of Hydro Energy available during the next FY developed from Reclamation’s April, 24-month study.

$$\text{HE} = 4,924 \text{ (GWh)}$$

FE – Forecasted Energy purchases are the difference between the Sustainable Hydro Power allocation and the forecasted hydro energy available for the next FY or the anticipated firming purchases for the next year.

$$\text{FE} = \text{EA} - \text{HE or anticipated purchases}$$

$$= 504.33 \text{ (GWh, anticipated)}$$

FFC - The forecasted energy price for the next FY per MWh.

$$\text{FFC} = \$34.23 \text{ per MWh}$$

FX – Forecasted energy purchase power expenses based on the current year’s, April, 24-month study, representing an estimate of the total costs of firming purchases for the coming FY.

$$FX = FE * FFC * 1000$$

$$= 504.33 * \$34.23 * 1000$$

$$= \$17,263,215.90$$

STEP THREE: Determine the amount of Funds Available (FA) to expend on firming energy purchases and then determine additional revenue to be recovered (FARR). The following two formulas will be used to determine FA; the lesser of the two will be used. Funds available shall not be less than zero.

A. Basin Fund Balance Factor (FA1)

If the Net Balance is greater than the Basin Fund Target Balance, use the value for forecasted energy purchase power expenses (FX). If the net balance is less than the Basin Fund Target Balance, reduce the value of the Forecasted Energy Purchase Power Expenses by the difference between the Basin Fund Target Balance and the Net Balance.

$$FA1 = \text{If } (NB > BFTB, FX, FX - (BFTB - NB))$$

$$= \$91,991,199 \text{ (NB) is greater than } \$64,395,199 \text{ (BFTB) then:}$$

$$= \$17,263,215.90 \text{ (FX)}$$

If the Net Balance is greater than the Basin Fund Target Balance, then **FA1=FX**.

If the Net Balance is less than the Basin Fund Target Balance, then **FA1=FX-(BFTB-NB)**.

B. Basin Fund Revenue Factor (FA2)

The second factor ensures that Western collects sufficient funds to meet the Basin Fund Target Balance so long as the amount needed does not exceed the forecasted purchase expense (FX):

In the situation when there is no projected revenue:

$$\mathbf{FA2} = \text{If } (NR > -(BFBB - BFTB), FX, FX + NR + (BFBB - BFTB))$$

$$= \$6,130,934(NR) \text{ is greater than } (\$21,464,066) \text{ then:}$$

$$= \$17,263,215.90 (FX)$$

If the Net Revenue (loss) value does not result in a loss that exceeds the allowable decrease value of the Basin Fund Beginning Balance $-(BFBB - BFTB)$), then **FA2=FX**.

If the Net Revenue (loss) results in a loss that exceeds the allowable decrease value of the Basin Fund Beginning Balance $-(BFBB - BFTB)$), then **FX + NR + (BFBB-BFTB)**.

FA – Determine the funds available for purchasing firming energy by using the lesser of FA1 and FA2.

FA1 and FA2 are equal, so:

$$\mathbf{FA} = \$17,263,215.90 (FX)$$

FARR – Calculate the additional revenue to be recovered by subtracting the Funds Available from the forecasted energy purchase power expenses.

$$\mathbf{FARR} = FX - FA$$

$$= \$17,263,215.90 (FX) - \$17,263,215.90 (FA)$$

$$= \$ 0.00$$

STEP FOUR: Once the funds available for purchases have been determined, the CRC can be calculated and the Waiver Level (WL) can be determined.

A. Cost Recovery Charge: The CRC will be a charge to recover the additional revenue required as calculated in Step 3. The CRC will apply to all customers who choose not to request a

waiver of the CRC, as discussed below. The CRC equals the additional revenue to be recovered divided by the total energy allocation to all customers for the FY.

$$\text{CRC} = \text{FARR} / (\text{EA} * 1,000)$$

$$= \$ 0.00 \text{ charge}$$

B. Waiver Level (WL): Western will establish an energy WL that provides Western the ability to reduce purchase power expenses by scheduling less energy than what is contractually required. Therefore, for those customers who voluntarily schedule no more energy than their proportionate share of the WL, Western will waive the CRC for that year.

After the Funds Available has been determined, the WL will be set at the sum of the energy that can be provided through hydro generation and purchased with Funds Available. The WL will not be less than the forecasted Hydro Energy.

$$\text{WL} = \text{If } (\text{EA} < \text{HE}, \text{EA}, \text{HE} + (\text{FE} * (\text{FA} / \text{FX})))$$

$$= 4,952 \text{ (EA) is not less than } 4,924 \text{ (HE) then:}$$

$$= 4,924 \text{ (HE)} + (504.33 \text{ (FE)} * (\$17,263,215.90 \text{ (FA)} / \$17,263,215.90 \text{ (FX)}))$$

$$= 5,428 \text{ (GWh) is the Waiver Level}$$

If SHP Energy Allocation is less than forecasted Hydro Energy available, then **WL=EA**

If SHP Energy Allocation is greater than the forecasted Hydro Energy available, then

$$\text{WL} = \text{HE} + (\text{FE} * (\text{FA} / \text{FX}))$$

PRIOR YEAR ADJUSTMENT:

The CRC PYA for subsequent years will be determined by comparing the prior year's estimated firming-energy cost to the prior year's actual firming-energy cost for the energy provided above the WL. The PYA will result in an increase or decrease to a customer's firm energy costs over the course of the following year. The table below is the calculation of a PYA.

PYA CALCULATION			
		Description	Formula
STEP ONE	Determine actual expenses and purchases for previous year's firming. This data will be obtained from Western's financial statements at the end of the FY.		
	PFX	Prior Year Actual Firming Expenses (\$)	Financial Statements
	PFE	Prior Year Actual Firming Energy (GWh)	Financial Statements
STEP TWO	Determine the actual firming cost for the CRC portion.		
	EAC	Sum of the energy allocations of customers subject to the PYA (GWh)	
	FFC	Forecasted Firming Energy Cost – (\$/MWh)	From CRC Calculation
	AFC	Actual Firming Energy Cost – (\$/MWh)	PFX/PFE
	CRCEP	CRC Energy Percentage	From CRC Calculation
	CRCE	Purchased Energy for the CRC (GWh)	EAC*CRCEP
STEP THREE	Determine Revenue Adjustment (RA) and PYA.		
	RA	Revenue Adjustment (\$)	(AFC-FFC)*CRCE*1,000
	PYA	Prior Year Adjustment (mills/kWh)	(RA/EAC)/1,000

Narrative PYA Calculation

STEP ONE: Determine actual expenses and purchases for previous year's firming. This data will be obtained from Western's financial statements at end of FY.

PFX - Prior year actual firming expense

PFE - Prior year actual firming energy

STEP TWO: Determine the actual firming cost for the CRC portion.

EAC - Sum of the energy allocations of customers subject to the PYA

CRCE - The amount of CRC Energy needed

AFC - The Actual Firming Energy Cost are the PFX divided by the PFE

$$AFC = (PFX/PFE)/1,000$$

STEP THREE: Determine Revenue Adjustment (RA) and Prior Year Adjustment (PYA).

RA - The Revenue Adjustment is AFC less FFC times CRCE

$$RA = (AFC-FFC)*CRCE)*1,000$$

PYA = The PYA is the RA divided by the EAC for the CRC customers only.

$$PYA = (RA/EAC)/1,000$$

The customer's PYA will be based on its prior year's energy multiplied by the resulting mills/kWh to determine the dollar amount that will be assessed. The customers will be charged or credited for this dollar amount equally in the remaining months of the next year's billing cycle. Western will attempt to complete this calculation by December of each year. Therefore, if the PYA is calculated in December, the charge/credit will be spread over the remaining 9 months of the FY (January through September).

Shortage Criteria Trigger:

In the event that Reclamation's 24-month study projects that Glen Canyon Dam water releases will drop below 8.23 MAF in a water year (October through September), Western will recalculate the CRC to include those lower estimates of hydropower generation and the estimated costs for the additional purchase power necessary. Western, as in the yearly projection for the CRC, will give the customers a 45-day notice to request a waiver of the CRC, if they do not want to have the CRC charge added to their energy bill. This recalculation will remain in effect for the remainder of the current FY.

In the event that hydropower generation returns to an 8.23 MAF or higher during the trigger implementation, a new CRC will be calculated for the next month, and the customers will be notified.

CRC Schedule for customers

Consistent with the procedures at 10 CFR 903, Western will provide its customers with information concerning the anticipated CRC for the upcoming FY in May. The established CRC will be in effect for the entire FY. The table below displays the time frame for determining the amount of purchases needed, developing customers' load schedules, and making purchases.

CRC Schedule

	Respective Dates Under Table CRC Tiers¹		
Task	i, ii, and iii	iv²	v³
24-Month Study (Forecast to Model Projections)	April 1	April 1 October 1	Monthly Study
CRC Notice to Customers	May 1	May 1 November 1	Monthly
Waiver Request Submitted by Customers	June 15	Within 45 days	Within 30 days
CRC Effective	October 1	August 1 February 1	Updated Monthly

Notes:

¹ This schedule does not apply if the CRC is triggered by the Glen Canyon Dam annual releases dropping below 8.23 MAF.

² If it is determined during the additional reviews, under tier **iv**, that a CRC is necessary, customers will be notified that a CRC will be implemented in 90 days. Western will provide its customers with information concerning the anticipated CRC and give them 45 days to request a waiver or accept the CRC. The established CRC will be in effect for 12 months from the date implemented unless superseded by another CRC.

³ If it is determined during the additional reviews, under tier **v**, that a CRC is necessary, customers will be notified that a CRC will be implemented in 60 days. Western will provide its customers with information concerning the anticipated CRC and give them 30 days to request a waiver or accept the CRC. The established CRC will be in effect for 12 months from the date implemented unless superseded by another CRC.

Billing Demand:

The billing demand will be the greater of:

1. The highest 30-minute integrated demand measured during the month up to, but not more than, the delivery obligation under the power sales contract, or
2. The Contract Rate of Delivery.

Billing Energy:

The billing energy will be the energy measured during the month up to, but not more than, the delivery obligation under the power sales contract.

Adjustment for Waiver:

Customers can choose not to take the full SHP energy supplied as determined in the attached formulas for CRC and will be billed the Energy and Capacity rates listed above, but not the CRC.

Adjustment for Transformer Losses:

If delivery is made at transmission voltage but metered on the low-voltage side of the substation, the meter readings will be increased to compensate for transformer losses as provided in the contract.

Adjustment for Power Factor:

The customer will be required to maintain a power factor at all points of measurement between 95 percent lagging and 95 percent leading.

Adjustment for Western Replacement Power:

Pursuant to the contractor's Firm Electric Service Contract, as amended, Western will bill the contractor for its proportionate share of the costs of Western Replacement Power (WRP) within a given time period. Western will include in the contractor's monthly power bill the cost of the WRP and the incremental administrative costs associated with WRP.

Adjustment for Customer Displacement Power Administrative Charges:

Western will include in the contractor's regular monthly power bill the incremental administrative costs associated with Customer Displacement Power.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Resolution 2019-33, A Resolution of the City of Glenwood Springs, Colorado Setting the Title and Content of a Ballot Issue for a Tax Increase to be submitted at the Election to be held on November 5, 2019

Action Requested: Approve Resolution 2019-33, setting the Title and Content of a Ballot Issue for a Tax Increase to be submitted at the Election to be held on November 5, 2019.

Department: Attorney

Presented By:

Background Info: The attached resolution sets the ballot content for a proposed new tobacco tax to be placed on the November ballot. The language has been revised based on Council input at the August 1, 2019 meeting.

Issues:

Staff Recommendation:

Glenwood Springs – Main Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose
1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261
Fax: 970.945.7336
[*Direct Mail to Glenwood Springs](#)

DATE: August 8, 2019
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Tobacco Licensing and Tax

The draft ordinance and resolution in your packet reflects the direction given at the June 27, 2019 City Council meeting where tobacco matters were discussed.

The ordinance contains recitals and references to Exhibits A and B, which contain the necessary amendments to the Municipal Code. Exhibit A contains a new Code section enacting a licensing regime. Some features of this scheme are: 1-year license term, no tobacco product sales to individuals under 21 years of age, no flavored tobacco product sales, and the requirement of a physical location – which effectively prohibits internet sales. Exhibit B contains an amendment to the Code's criminal sanctions on sales to and attempts to purchase or possess tobacco products by under-age individuals, and raises the minimum age to 21. There were also some non-criminal provisions contained in that section that are more appropriately located in the new licensing scheme – now found in Exhibit A.

The resolution refers a tax question for the November 5, 2019 election. The tax would be for \$4 per pack of cigarettes (\$0.20 per cigarette) or 40% for other tobacco products. Staff is continuing to work on projected first year revenues to be included in the question. The destination of revenues can be addressed in the implementing legislation if the question passes. The question is structured similarly to other jurisdictions that have enacted tobacco taxes.

RESOLUTION NO. 2019-33

**A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS
SETTING THE TITLE AND CONTENT OF A BALLOT
ISSUE FOR A TAX INCREASE TO BE SUBMITTED AT THE
ELECTION TO BE HELD ON NOVEMBER 5, 2019.**

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

WHEREAS, by House Bill 1033 the Colorado General Assembly removed various restrictions and penalties on local governments imposing a tax on tobacco products; and

WHEREAS, the Council hereby finds that tobacco and nicotine addiction is a leading cause of preventable death, that people should be deterred from starting the use of tobacco and nicotine products and encouraged to quit the use of tobacco and nicotine products, and that taxes on the sale of tobacco and nicotine products are effective at preventing and reducing tobacco and nicotine use; and

WHEREAS, Section 11.1 of the City Charter authorizes the levy of taxes on cigarettes and tobacco for municipal purposes subject to approval by a majority of the electorate; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval for any increase in taxes; and

WHEREAS, TABOR requires the City to submit ballot issues (as defined in TABOR) to the City's electorate on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 5, 2019, is one of the election dates at which ballot issues may be submitted to the electorate of the City pursuant to TABOR; and

WHEREAS, the City Council of the City (the "City Council") desires to submit the ballot issue set forth in this Resolution to the eligible electors of the City at the November 5, 2019 election for the purpose of imposing a four dollar per cigarette pack or forty percent for sales of tobacco products tax; and

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

Section 1. **Form of Ballot Issue.** At the election to be held on Tuesday, November 5, 2019, there shall be submitted to the eligible electors of the City a ballot issue which shall be in substantially the following form:

Ballot Issue ____ Tax Increase on the Sale of Cigarettes and Tobacco Products

SHALL THE CITY OF GLENWOOD SPRINGS TAXES BE INCREASED BY UP TO \$____ ANNUALLY (WHICH AMOUNT REPRESENTS ESTIMATED REVENUES IN 2020, THE FIRST FULL FISCAL YEAR OF COLLECTION) AND BY WHATEVER AMOUNT IS GENERATED THEREAFTER THROUGH THE IMPOSITION OF NEW TAXES TO BE USED FOR DRUG, ALCOHOL, AND TOBACCO PREVENTION, CESSATION, TREATMENT, ENFORCEMENT, YOUTH MENTAL HEALTH AND DETOX FACILITIES AS FOLLOWS:

BEGINNING JANUARY 1, 2020, THERE SHALL BE A NEW SALES TAX OF TWENTY CENTS PER CIGARETTE OR FOUR DOLLARS PER PACK OF TWENTY CIGARETTES SOLD;

BEGINNING JANUARY 1, 2020, THERE SHALL BE A NEW SALES TAX OF 40% ON THE SALES PRICE OF ALL OTHER TOBACCO PRODUCTS;

THE TERMS “CIGARETTE” AND “TOBACCO PRODUCT” SHALL HAVE THE SAME MEANINGS AS THE GLENWOOD SPRINGS MUNICIPAL CODE;

AND THAT THE CITY MAY COLLECT, RETAIN AND EXPEND ALL OF THE REVENUES OF SUCH TAXES AND THE EARNINGS THEREON, NOTWITHSTANDING THE LIMITATION OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 2. **Setting Ballot Title and Content.** For purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the title and content of the ballot issues as set forth in Section 1 of this Resolution.

Section 3. **Ballot Results.** If a majority of the votes cast on the ballot issue set forth in Section 1 hereof shall be for approval of the ballot issue, the City Council shall take the necessary legislative action to amend the City Code consistent with the language of the ballot issue, and the authorized tax rate increase shall commence on January 1, 2020 and continue to be imposed until midnight on December 31, 2040.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon its passage.

INTRODUCED, READ AND PASSED THIS ____ DAY OF _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Resolution 2019-34; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting a Fee for a Tobacco Product Retail License.

Action Requested: Approve Resolution 2019-34 adopting a Fee for a Tobacco Product Retail License.

Department: Police Department

Presented By: Terry Wilson, Police Chief

Background Info: The attached resolution sets fees for licensing for tobacco retailers in Glenwood Springs. This resolution is a companion to Ordinance 21, Series 2019 creating a tobacco retailer licensing program.

Issues:

Staff Recommendation:

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[**Direct Mail to Glenwood Springs*](#)

DATE: August 8, 2019
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Tobacco Licensing and Tax

This resolution is related to Ordinance 21, Series of 2019 establishing licensing requirements for the retail sale of tobacco products in Glenwood Springs. City Council typically sets licensing fees by resolution.

As such, we recommend the City set the licensing fee for the retail sale of tobacco products at \$2000, as currently drafted.

RESOLUTION 2019 - 34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, ADOPTING A
FEE FOR A TOBACCO PRODUCT RETAIL LICENSE.**

WHEREAS, tobacco use remains one of the greatest public health challenges in the United States where almost 500,000 Americans still die prematurely each year from diseases related to cigarette smoking, comprising 85 percent of lung cancer deaths, which in Colorado is the number one cause of preventable death and accounts for 5,100 deaths per year; and

WHEREAS, on August 15, 2019 through Ordinance 21, Series of 2019, City Council established licensing requirements for the retail sale of tobacco products; and

WHEREAS, City Council has amended to the Municipal Code regarding the tobacco retail licensing requirements in light of the needs and desires of the City and in the promotion of the public health, safety and welfare of the City's residents and visitors; and

WHEREAS, City Council now wishes to establish a fee for licenses for the retail sale of tobacco products in the City of Glenwood Springs.

**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 finds that all license applications shall be accompanied by the payment in full of a licensing fee of two thousand dollars (\$2,000).

INTRODUCED, READ, AND PASSED THIS 15TH DAY OF AUGUST 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Ordinance No 23, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Glenwood Municipal Code Regarding the Regulation of Smoking in Public Places (FIRST READING)

Action Requested: Approve Ordinance No 23, Series of 2019 amending the Glenwood Municipal Code Regarding the Regulation of Smoking in Public Places.

Department: Attorney

Presented By:

Background Info: The attached Ordinance revises the current smoking regulations related to the downtown and core commercial areas. The regulations have been revised based on Council input at the July 18, 2019 work session and regular meeting

Issues:

Staff Recommendation:

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[**Direct Mail to Glenwood Springs*](#)

DATE: August 8, 2019
TO: Glenwood Springs Mayor and City Council
FROM: Karp Neu Hanlon P.C.
RE: Public Smoking Ordinance

The public smoking ordinance, as depicted in **Exhibit A** repeals and replaces the existing indoor and outdoor smoking regulations contained in Article 040, Title 100. It reflects several recent changes made to the Colorado Clean Indoor Air Act, including the treatment of vaping the same as smoking. There is also a new requirement for no smoking signage in the state law, for which the state is providing the signs for businesses.

The new code also defines the downtown area (between the Colorado River and 9th Street; and Blake to Colorado Avenues) previously presented by Chief Wilson, in which outdoor smoking and vaping in public places will be prohibited.

ORDINANCE NO. 23

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING THE REGULATION OF SMOKING IN PUBLIC PLACES.

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

WHEREAS, the City is an international tourism destination, hosting opportunities for outdoor recreation, shopping, lodging, and entertainment; and

WHEREAS, the City has invested significant resources in making improvements to its downtown core; and

WHEREAS, the City has developed further plans to foster commercial development in a larger area within the boundary of the Downtown Development Authority plan of development; and

WHEREAS, in order keep a clean, safe, and attractive environment in the downtown core, the City may exercise its police powers to regulate smoking and vaping; and

WHEREAS, the activities of smoking and vaping of tobacco products are known to cause significant health effects to both those consuming and those in their general proximity; and

WHEREAS, during the 2019 session the Colorado General Assembly adopted HB 19-1076, which amended the Colorado Clean Indoor Air Act, C.R.S. § 25-14-201 *et seq.* to, among other things, consider vaping and smoking together, and requires certain amendments to be made by local governments; and

WHEREAS, the activities of smoking and vaping of tobacco products detract from the attractiveness of commercial areas; and

WHEREAS, City Council finds and declares that the amendments to the Municipal Code regarding certain activities in the downtown core set forth herein are proper in light of the needs and desires of the City and in the promotion of the public health, safety and welfare of the City’s residents and visitors.

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

Section 1. The recitals above are hereby adopted as findings and incorporated herein.

Section 2. Article 040 of Title 100 of the Glenwood Springs Municipal Code is hereby repealed and readopted as set forth in **Exhibit A**.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS ____ DAY OF AUGUST 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS ____ DAY OF _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Catherine Mythen Fletcher, City Clerk

EXHIBIT A

ARTICLE 100.040 - CONTROL OF SMOKING

100.040.010 - Legislative Declaration.

The City of Glenwood Springs hereby finds and determines that it is in the best interest of the people of this City to protect nonsmokers from involuntary exposure to environmental tobacco smoke and aerosol vapor in areas open to the public, and places of employment. Therefore, the City hereby declares that the purpose of this article is to preserve and improve the health, comfort and environment of the people of this City by limiting exposure to tobacco smoke and aerosol vapor.

100.040.020 - Definitions.

As used in this article, the following words and phrases are defined as follows:

Business means any sole proprietorship, partnership, joint venture, corporation, association, landlord, or other entity formed for profit-making purposes.

Downtown area means, for purposes of this article, the areas described below, for which a map is available for public inspection in the office of the City Clerk at 1010 West 8th Street, Glenwood Springs, Colorado.

- (a) the area south of the Colorado River and north of 9th Street, extending from Colorado Avenue on the west to Blake Avenue on the east;
- (b) the 6th Street right-of-way;
- (c) U.S. Highway 6 from its intersection with 6th Street to its intersection with Devereux Road; and
- (d) the pedestrian bridge crossing the Colorado River from 6th Street to 7th Street.

Electronic Smoking Device has the same meaning as set forth in section 050.110.020 of this Code.

Employee means any Person who is employed or retained as an independent contractor by any Employer in consideration for direct or indirect monetary wages or profit, or any Person who volunteers his or her services for an Employer.

Employer means any Business that retains the service of one or more Employee.

Entrances and Exits means the passageways by which persons may enter or exit a building or facility, typically consisting of a door or doorway. For the purposes of this chapter, this includes the stoop, steps, or ramp leading from the sidewalk or pavement to such a door or doorway.

Flavored Tobacco Product has the same meaning as set forth in section 050.110.020 of this Code.

Food/Beverage Service Area means any business establishment, including Outdoor Dining Areas of the establishment thereof, in which the business includes the sale of food or beverages for on-premises consumption.

Indoor Public Place means any enclosed area or portion thereof. The opening of windows or doors, or the temporary removal of wall panels, does not convert an indoor area into an outdoor area.

Outdoor Dining Area means any area, including streets and sidewalks, that is available to or customarily used by the general public or an Employee, and that is designed, established, or regularly used, for consuming food or drink.

Outdoor Public Place means any Public Place not specifically characterized as an Indoor Public Place.

Public Place means any place, indoors or outdoors that is publicly or privately owned, and open to the general public regardless of any fee or age requirement.

Person means any natural person, cooperative association, employer, personal representative, receiver, trustee, assignee, or any other legal entity including a government agency.

Playing Field means that portion of an outdoor Recreational Area that is set up and marked in some way for the playing of one or more specific games or sports (such as baseball, football, or soccer), and that is owned or operated by the City and open to the general public. For the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

Public Event shall mean a festival, concert, parade, athletic contest, street fair, art and craft show, carnival, block party, racing event, or any other outdoor event sponsored, hosted by or requiring a permit from the City.

Reasonable Distance means a distance that ensures that people located within an area where Smoking and Electronic Smoking Device use is prohibited are not exposed to secondhand smoke created by smokers outside the area. This distance shall be a minimum of twenty-five (25) feet in any direction.

Recreational Area means any outdoor area that is owned or operated by the City and open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes but is not limited to Playing Fields, playgrounds, parks, picnic areas, golf courses, walking paths, gardens, hiking trails, bike paths, horseback riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, and amusement parks. The term

“Recreational Area” is not intended to include streets and sidewalks unless they are located within a demarcated Recreational Area such as a park.

Service Area means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction, whether or not such service includes the exchange of money. Service Areas include, but are not limited to, bus stops and other mass transit shelters, ATMs, public telephones, ticket lines, bus stops, cab stands, concert lines, sporting event lines, and food vendor lines.

Smoke means the emissions or release of gases, particles, vapors or aerosols into the air from burning, heating or activation of any device, including, but not limited to a cigarette, Electronic Smoking Device, e-cigarette, vape pens, e-hookahs or any other product by any name or descriptor when the apparent or usual purpose of burning, heating or activation of the device is human tasting and inhalation.

Smoking means the act of burning, heating, activation or carrying of any device, including, but not limited to a cigarette, cigar, pipe, hookah, Electronic Smoking Device, electronic cigarette, vape pen, e-hookah or similar device, by any other product name or descriptor, that results in the release of smoke, vapors or aerosols when the apparent or usual purpose of the burning, heating or activation of the device is human inhalation.

Tobacco Product has the same meaning as set forth in section 050.110.020 of this Code.

100.040.030 - Prohibition of Public Smoking and Electronic Smoking Device Use.

Except as provided in Section 100.040.040, and in order to reduce the levels of exposure to environmental tobacco smoke and aerosol vapor, smoking shall not be permitted and no person shall smoke in the following areas:

- (a) Smoking is not permitted and no person shall smoke or use electronic smoking devices in any Indoor Public Place within the City of Glenwood Springs including:
 - (1) Indoor Public Place not exempt under this Article or pursuant to C.R.S. 25-14-205;
 - (2) Twenty-five foot (25') radius from the entrance or exit of an Indoor Public Place; or
 - (3) Hotel or motel rooms rented to one or more guests.
- (b) Smoking and Electronic Smoking Device use is prohibited in Outdoor Public Places within the City of Glenwood Springs including:
 - (1) Outdoor Dining Areas;
 - (2) Food/Beverage Service Areas;
 - (3) Playing Fields;
 - (4) Public Events;

- (5) Recreational Areas;
- (6) Within twenty-five (25) feet of a transit stop;
- (7) On any park, parkland, or recreation area or facility as established in Section 090.030.010; and
- (8) Within twenty-five (25) feet of any common open space as defined in Section 070.040.040.

100.040.040 - Exceptions to smoking restrictions.

(a) This Article shall not apply to:

- (1) Private homes, private residences, and private automobiles; except that this article shall apply if any such home, residence, or vehicle is being used for child care or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation;
- (2) Limousines under private hire;
- (3) A retail tobacco business;
- (4) A private, nonresidential building on a farm or ranch, as defined in C.R.S. § 39-1-102, that has annual gross income of less than five hundred thousand dollars (\$500,000.00).

100.040.050 - Optional prohibitions.

- (a) The owner or manager of any place not specifically listed in Section 100.040.030, including a place otherwise exempted under Section 100.040.040, may post signs prohibiting Smoking or providing Smoking and nonsmoking areas. Such posting shall have the effect of including such place, or the designated nonsmoking portion thereof, in the places where Smoking is prohibited or restricted pursuant to this article.
- (b) If the owner or manager of a place not specifically listed in Section 100.040.030, including a place otherwise exempted under Section 100.040.040, is an Employer and receives a request from an Employee to create a smoke-free work area, the owner or manager shall post a sign or signs in the smoke-free work area as provided in subsection (a) of this section.

100.040.060 - Signage required.

- (a) A Person or Employer or other entity that has legal or de facto control of an area in which Smoking and the use of Electronic Smoking Devices are prohibited by this Article shall post a clear and conspicuous “No Smoking and use of Electronic Smoking Devices” signs as follows:

- (1) At each point of ingress to the area, and in other conspicuous location(s); and
 - (2) Signage shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it); and
 - (3) Signage posted on the exterior of buildings to comply with this section shall include the Reasonable Distance requirement set forth in Section 100.040.020; and
 - (4) At least one sign with the City phone number to where complaints can be directed and placed conspicuously in each place where Smoking and Electronic Smoking Device use is prohibited.
- (b) For purposes of this section, the City Manager or his/her designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the City.
 - (c) Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking and the use of Electronic Smoking Devices in violation of any other provision of this Article.
 - (d) No Person or Employer shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another Person who seeks to attain compliance with this Article.

100.040.070 - Penalties and Enforcement.

- (a) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.
- (b) Each instance of Smoking or Electronic Smoking Device use in violation of this Article shall constitute a separate violation.
- (c) Each incident of Smoking or Electronic Smoking Device use in violation of this Article is an infraction subject to a fine not to exceed two hundred dollars (\$200.00) for a first violation within a calendar year, a fine not to exceed three hundred dollars (\$300.00) for a second violation within a calendar year, and a fine not to exceed five hundred dollars (\$500.00) for each additional violation within a calendar year. Other violations of this Article may, at the discretion of the City Attorney be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this chapter shall be the responsibility of Glenwood Springs Police Department. In addition, any peace officer or code enforcement official also may enforce this chapter.
- (d) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article shall also constitute a violation of this Article.
- (e) Any violation of this Article is hereby declared to be a nuisance.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Ordinance No 24, Series of 2019; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending the Glenwood Springs Municipal Code Regarding the Regulation of Solicitation, Camping, Sleeping, and Inhabitation within the City (FIRST READING)

Action Requested: Approve Ordinance No 24, Series of 2019 amending the Glenwood Springs Municipal Code Regarding the Regulation of Solicitation, Camping, Sleeping, and Inhabitation within the City.

Department: Attorney

Presented By:

Background Info: The attached Ordinance revises the current camping regulations. The regulations have been revised based on Council input at the July 18, 2019 work session and regular meeting.

Issues:

Staff Recommendation:

Glenwood Springs – Main Office

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen

323 W. Main Street
Suite 301
Aspen, CO 81611

Montrose

1544 Oxbow Drive
Suite 224
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

*[*Direct Mail to Glenwood Springs](#)*

DATE: August 8, 2019
TO: Glenwood Springs Mayor and City Council
FROM: Karp Neu Hanlon P.C.
RE: Downtown Solicitation, Camping, Sleeping, and Inhabitation Ordinance

The downtown solicitation, camping, sleeping, and inhabitation ordinance updates existing code provisions to better protect public health and safety.

Exhibit A expands upon the existing citywide prohibition on camping, sleeping, and habitation between the hours of 10 p.m. and 7 a.m., to define a downtown area in which these activities are never permitted. This is a relatively small portion of the City's overall area and these activities will be permitted to occur in other locations outside of the previous code's time restrictions.

Exhibit B amends the City's solicitation ordinance to remove the requirement to obtain a license when soliciting on city right-of-way, and also to prohibit solicitation on unpaved medians less than 36 inches wide.

ORDINANCE NO. 24

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING THE REGULATION OF SOLICITATION, CAMPING, SLEEPING, AND INHABITATION WITHIN THE CITY.

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

WHEREAS, the City is an international tourism destination, hosting opportunities for outdoor recreation, shopping, lodging, and entertainment; and

WHEREAS, the City has invested significant resources in making improvements to its downtown core; and

WHEREAS, in order keep and clean, safe, and attractive environment in the downtown core, the City may exercise its police powers to regulate certain activities that pose threats to public health and safety; and

WHEREAS, the activities of solicitation, camping, sleeping, and inhabitation on public property in the downtown core can present substantial health and safety risks to those engaging in such activities as well as the public; and

WHEREAS, the reasonable regulation of these activities as provided herein will not entirely prohibit them from occurring anywhere in the City, but only designate where and when they may occur; and

WHEREAS, City Council finds and declares that the amendments to the Municipal Code regarding solicitation, camping, sleeping, and inhabitation in the downtown core set forth herein are proper in light of the needs and desires of the City and in the promotion of the public health, safety and welfare of the City’s residents and visitors.

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

Section 1 The recitals above are hereby adopted as findings and incorporated herein.

Section 2 Section 120.020.100 of the Glenwood Springs Municipal Code is amended as set forth in **Exhibit A**, with double underline text added and strike through text deleted.

Section 3 Section 120.030.150 of the Glenwood Springs Municipal Code is amended as set forth in **Exhibit B**, with double underline text added and strike through text deleted.

Section 4 Severability. If any provision of this ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED
BY TITLE ONLY THIS ____ DAY OF AUGUST 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE
OF SECOND PUBLICATION THIS ____ DAY OF _____ 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Catherine Mythen Fletcher, City Clerk

EXHIBIT A

120.020.100 - Unauthorized habitation, camping and sleeping.

(a) Definitions. For the purposes of this Section, the following definitions shall apply

Downtown area means, for purposes of this article, the areas described below, for which a map is available for public inspection in the office of the City Clerk at 1010 West 8th Street, Glenwood Springs, Colorado:

- (1) the area south of the Colorado River and north of 9th Street, extending from Colorado Avenue on the west to Blake Avenue on the east;
- (2) the 6th Street right-of-way;
- (3) U.S. Highway 6 from its intersection with 6th Street to its intersection with Devereux Road; and
- (4) the pedestrian bridge crossing the Colorado River from 6th Street to 7th Street.

(b) It shall be unlawful for any person to take up temporary or permanent residence or habitation, to camp out or to sleep at any time between the hours of 10:00 p.m. and 7:00 a.m., in any of the following locations:

- (1) In or upon any vacant building or property without owning the same or without the permission of the owner or the person entitled to possession thereof.
- (2) In or upon any street, alley, public parking lot, public park or any other public area within the City.
- (3) In any vehicle parked upon any street, alley, public parking lot, public park or any other public area within the City.

(c) It shall be unlawful for any person to take up temporary or permanent residence or habitation, to camp out or to sleep at any time in the Downtown area

- (1) in or upon any vacant building or property without owning the same or without the permission of the owner or the person entitled to possession thereof;
- (2) in or upon any street, alley, public parking lot, public park or any other public area; or
- (3) in any vehicle parked upon any street, alley, public parking lot, public park or any other public area.

EXHIBIT B

120.030.150 - Unlawful solicitation.

(a) *Definitions* .

- (1) "Solicit" means to request an immediate donation of money or other thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The solicitation may be, without limitation, by the spoken, written, or printed word, or by other means of communication.
- (2) "Aggressive manner" means and includes:
 - a. Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
 - b. Following the person being solicited, if that conduct is: (1) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (2) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
 - c. Continuing to solicit within five (5) feet of the person being solicited after the person has made a negative response, if continuing the solicitation is (1) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (2) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
 - d. Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation. Acts authorized as an exercise of one's constitutional right to picket or legally protest, and acts authorized by a permit issued pursuant to Article 050.030.010 of the Municipal Code, shall not constitute obstruction of pedestrian or vehicular traffic;
 - e. Intentionally or recklessly using obscene or abusive language or gestures: (1) intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (2) words intended to or reasonably likely to intimidate the person into responding affirmatively to the solicitation; or
 - f. Approaching the person being solicited in a manner that: (1) is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (2) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

(b) *Prohibited acts*. It shall be unlawful for any person to solicit money or other things of value, or to solicit the sale of goods or services:

- (1) In an aggressive manner in a public area;
- (2) In any public transportation vehicle, bus, station or stop;
- (3) Within fifteen (15) feet of any entrance or exit of any bank or check cashing businesses or within fifteen (15) feet of any automated teller machine during the hours

of operation of such bank, automated teller machine or check cashing business without the consent of the owner or other person legally in possession of such facilities. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility;

- (4) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property; and
- (5) From any operator of a motor vehicle that is in traffic on a public street, whether in exchange for cleaning the vehicle's windows, or for block, occupying, or reserving a public parking space, or directing the occupant to a public parking space; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle; or
- (6) On any unpaved median, or any median of less than 36 inches.
- ~~(6) Within one hundred (100) feet of an intersection on public right-of-way unless such person has obtained a license to do business and a license to encroach, both issued by the City.~~
- (c) Penalties. A violation of this section may be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for a term not to exceed one (1) year, or by both.
- (d) Construction and severability.
 - (1) Severability is intended throughout and within the provisions of this Section 120.030.150. If any section, sentence, clause, or phrase of this Section 120.030.150 is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this Section 120.030.150.
 - (2) This Section 120.030.150 is not intended to prescribe any demand for payment for services rendered or goods delivered.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: 6th Street Roundabout Landscaping - Update and Discussion

Action Requested: Discussion and decision about how to proceed

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: The 6th and Laurel landscaping project was first bid on July 2nd of this year. We did not receive any bids for the project. Feedback from some of the contractors indicated that they were concerned about the amount of traffic control involved, the number of days to do the project, and the availability of some of the plants late in the season.

We rebid the project on August 2nd, with a change in the number of days to do the project, and allowed a split in the construction schedule, allowing the planting work to be done next year. We received one bid from Gould Construction for approximately 1.1 million dollars.

We have had some conversations with Gould. They have indicated that some value engineering and changes in materials could be made, but that they didn't expect the overall cost to go down dramatically with a rebid for construction in the spring of 2020.

Issues: Issues are:

We are late in the season for construction.

The north business community is very concerned about the appearance of the area.

There are three possible paths forward:

- Negotiate with Gould Construction to place rocks, hardscape, irrigation and lighting this year. Rebid plant installation for the Spring of 2020.

- Value engineer the project with Gould and the Landscape Architect to try to bring the project within budget for award this year, and partial construction this year.

- Rebid the entire project with value engineering or alternates in October for spring 2020 construction. With this option, we should consider additional budget for the project in 2020.

Staff Recommendation: I recommend negotiating with Gould Construction to place boulders, irrigation and landscaping this year, and value engineering and rebidding the plant material this fall for construction in the spring of 2020. My guess is that we would use up most of our existing budget for this year with the hardscape installation, and would need to allocate additional money in the spring for planting.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Planning Item 28-19, Appeal of Planning and Zoning Commission Denial for a Variance request on lot size standards in the RM2 zone district.

Action Requested: Consideration of an appeal to the Planning and Zoning Commission's decision of denial of a variance request to allow for a 4 unit building on a 5,800 square foot lot in the RM2 Residential Multifamily Limited zone district.

Department: Economic and Community Development

Presented By: Hannah Klausman, Senior Planner
Gretchen Ricehill, Assistant Director of Economic and Community Development

Background Info: **REVIEW AUTHORITY**

The Planning and Zoning Commission (P&Z) considers and decides actions involving variances from zoning district requirements. City Council hears variance applications if the Planning and Zoning Commission's decision is appealed.

The P&Z heard and reviewed the variance request at the regularly scheduled meeting on June 25, 2019 and voted unanimously to deny the application for a variance request based on staff findings that the variance criteria had not been met. Staff findings are included in the attached P&Z staff report. The applicant submitted a written appeal, which is attached, and application fee to the Community Development Department for final review by City Council.

The applicant is requesting a variance from section 070.020.060(b) of Title 70 of the *Glenwood Springs Municipal Code* (Code) related to the construction of a four unit multifamily building on a 5,800 square foot lot. Two of the units will be free market units, and two garden level units are proposed for the voluntary deed restricted workforce housing program. The site is located at 1021 Blake Avenue in a residential neighborhood, and is zoned RM2 Residential Multifamily Limited.

Attached for your review are the applicant's narrative, site plan, survey, and elevation drawings, staff report submitted to the Planning and Zoning Commission, and approved minutes from the June 25, 2019 minutes.

Issues: When evaluating variance requests, the Planning Commission, and City Council in the case of an appeal, must find that ALL seven of the following criteria exist:

1. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;
2. The strict application of the Code standards for which a variance is sought would produce undue hardship;
3. The applicant did not create the hardship by his/her own actions;
4. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
5. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;
6. The variance request will not violate building or fire code requirements; and
7. The variance is the minimum variance that will afford relief of the subject standards of the Code.

The applicant addressed each of these criteria in the project questionnaire which is included in the attached application materials. Staff analysis of each criteria can be found in the attached P&Z Staff Report.

City Council shall consider the following in determining whether to affirm, reverse, or amend a decision or

interpretation made by another decision-making body:

1. The facts stated in the application, as presented by the appellant and/or the Director;
2. The requirements and intent of the applicable standards from this Code compared to the written decision that is being appealed;
3. Evidence related to how the applicable standards from this Code have been administered or interpreted in the past; and
4. Consistency with the Comprehensive Plan.

Staff Recommendation: Per Municipal Code Section 070.060.070, the staff report shall not make a formal recommendation and shall only include the necessary facts to warrant an appeal, which shall be provided by the applicant.

City Council may Affirm, Reverse, or Amend a decision by another decision making body, in whole or in part, or may modify the order, requirement, decision, or determination appealed from.

City Council may attach conditions of approval on any appeal to ensure the health, safety, and welfare of the City.



Planning and Zoning Commission Report

Date: June 25, 2019
To: Planning and Zoning Commission
From: Hannah Klausman, Senior Planner
Subject: #18-19 – 1021 Blake Ave. Lot Size Variance

REQUEST	Consideration of a variance from the minimum lot size for attached multifamily units sharing a common wall in the RM2 zone district.
APPLICANT	Red House Architecture
OWNERS	Four Points Properties, LLC
LOCATION	1021 Blake Avenue (PIN: 218509429010)
ZONE	RM2: Residential Multifamily Limited
SURROUNDING LAND USES	North: Residential RM2 South: Residential RM2 East: Residential RM2 West: Residential (RH: Residential High Density)
LOT SIZE	

REQUIRED ACTION

Action 1 – Consideration of a variance from Section 070.020.060(b) (Table 020.8A) of the *Glenwood Springs Municipal Code* requiring a minimum lot size of 2,500 square feet per unit in the RM2 District.

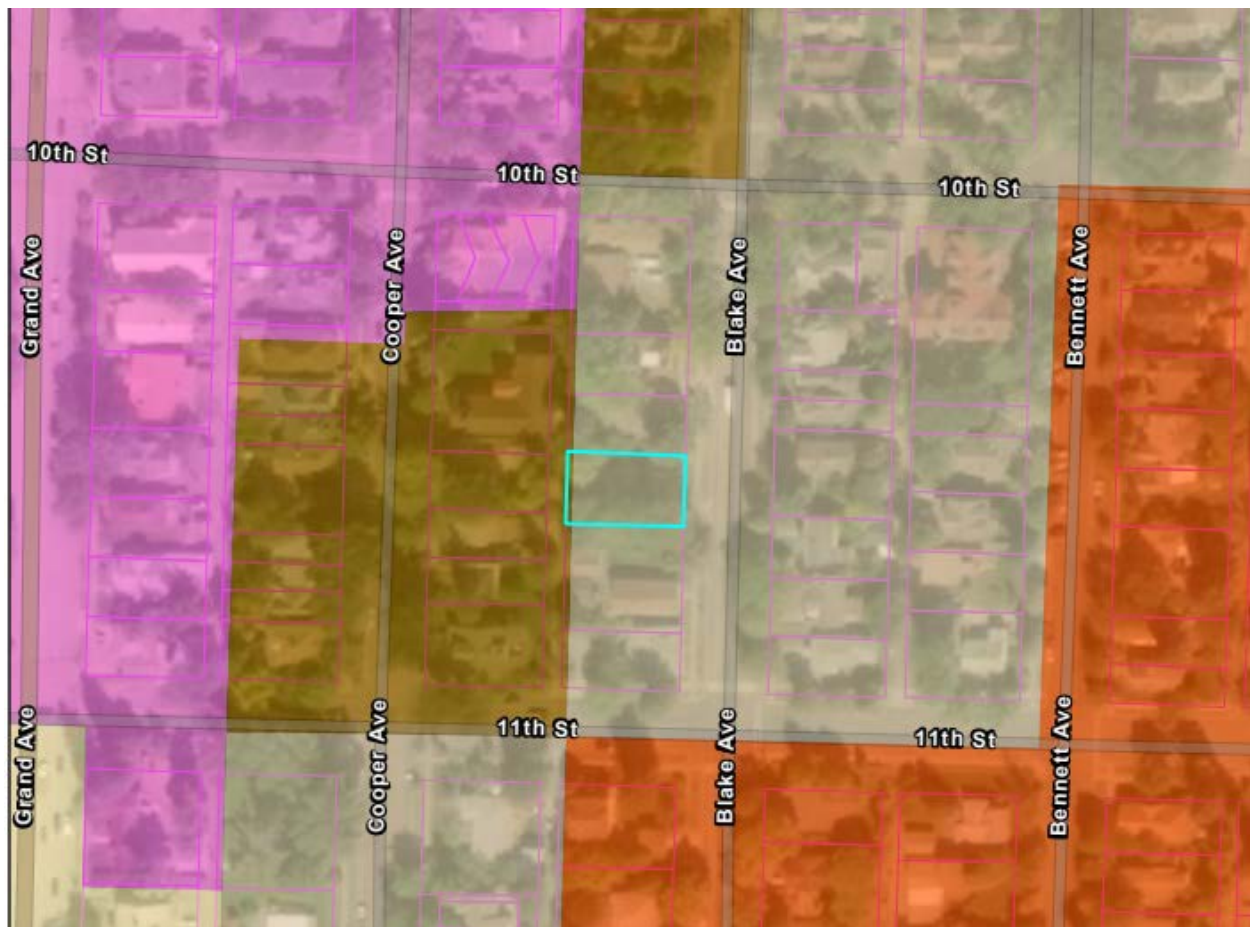
Staff recommends **denial** of the variance request with the findings on page 5 of this report.

REVIEW AUTHORITY

The Planning and Zoning Commission considers and decides actions involving variances from zoning district requirements. City Council hears variance applications if the Planning and Zoning Commission's decision is appealed.

SUMMARY

The applicant is requesting a variance from section 070.020.060(b) of Title 70 of the *Glenwood Springs Municipal Code* (Code) related to the construction of a four unit multifamily building on a 5,800 square foot lot. Two of the units will be free market units, and two garden level units are proposed for the voluntary deed restricted workforce housing program. The site is located at 1021 Blake Avenue in a residential neighborhood, and is zoned RM2 Residential Multifamily Limited as seen in the image on the next page. Attached for your review are the applicant's narrative, site plan, survey, and elevation drawings.



Zone Districts

- M2 - Mixed Use Central Core (formerly C/2)
- RM1 - Residential Medium Density (formerly R/1/6)
- RM2 - Residential Multifamily Limited (formerly R/2)
- RH - Residential High Density (formerly R/3)
- RT - Residential Transitional (formerly R/4)
- Parcel Boundary

Variance Requests

The applicant is requesting a variance for the construction of a four unit building on a lot that does not meet minimum lot size standards for the proposed number of units. The RM2 zone district standards require 2,500 square feet of lot area for each attached unit. A four unit project in this zone requires a 10,000 square foot lot. The proposed four unit project on the 5,800 square foot lot equates to 1,450 square feet per unit.

Variance Approval Criteria

When evaluating variance requests, the Planning Commission must find that ALL seven of the following criteria exist:

1. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;
2. The strict application of the Code standards for which a variance is sought would produce undue hardship;
3. The applicant did not create the hardship by his/her own actions;
4. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
5. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;
6. The variance request will not violate building or fire code requirements; and
7. The variance is the minimum variance that will afford relief of the subject standards of the Code.

The applicant addressed each of these criteria in the project questionnaire which is included with the project narrative. Following is staff's analysis:

1. **The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;**

The subject property is 5,800 square feet which is similar to the majority of the properties (9/14 lots) on the same block of Blake Avenue that are approximately 5,000 square feet. Staff does not find the conditions of the site to be exceptional. The native soil depth mentioned by the applicant is also not a unique or exceptional characteristic of the area. The Engineering department confirms the fact that the soil characteristics would likely require a deeper foundation as the applicant points out, however, staff believes that can be done without additional units.

2. **The strict application of the Code standards for which a variance is sought would produce undue hardship;**

The undue hardship, as described by the applicant, pertains to a financial hardship of high construction cost. A strict application of lot size standards would limit the subject property to two units which is in line with the density intentions of the zoning district. Staff does not believe that the applicant's request for two additional units meets the hardship threshold.

3. **The applicant did not create the hardship by his/her own actions;**

The applicant did not create the lot in its current configuration and size, nor the current high cost of construction that makes the project less financially feasible with fewer

units. The current owner did however purchase the vacant lot in its existing configuration with comparable lot size standards applicable at that time in 2016.

4. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;

Staff does not believe the variance would harm the public, however does impair the intent of the lot size standards in regulating density within zoning districts. Section 070.020.060 outlines the purpose and intent of the subject properties RM2 zoning

The RM2 district is intended to accommodate medium-density single-family and limited multifamily residential uses. The RM2 district allows for a more diverse housing stock, including smaller multifamily uses such as two-family dwellings and townhomes, and can provide a transition between single-family districts and high-density residential districts.

Higher density infill and affordable housing development does meet other stated City goals as identified in the Comprehensive Plan and Strategic Housing Plan.

5. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;

The applicant's stated hardship relates to financial burden and therefore does not meet this criteria.

6. The variance request will not violate building or fire code requirements; and

Staff does not anticipate the project will result in a violation of building or fire code requirements.

7. The variance is the minimum variance that will afford relief of the subject standards of the Code.

The minimum variance that would afford relief in this situation would be a three unit project that requires a 7,500 square foot lot. The applicant is asking for approval of a four unit project, which requires 10,000 square foot lot, nearly double the current size of the subject property. A four unit project may be the minimum variance to provide relief from the financial hardship the applicant describes, however staff was not provided with financial data to agree or disagree with that assumption.

After reviewing the variance criteria staff believes the applicant has failed to meet all but item 6. Therefore staff is recommending denial.

Reviewing Agency Comments

Staff circulated the application to the city's reviewing departments. No comments were received.

ACTION ALTERNATIVES AND STAFF RECOMMENDATIONS

Section 070.060.070(a)(3)e.1 of the Code outlines the review and decision procedures for variances as follows:

ACTION ALTERNATIVES

The Planning and Zoning Commission may take one of the following actions:

1. Recommend approval;
2. Recommend denial; or,
3. Continue the hearing with a request for additional specific information.

Action 1 – Variance

Consideration of a variance from Section 070.020.060(b) (Table 020.8A) of the *Glenwood Springs Municipal Code* requiring a minimum lot size of 2,500 square feet per unit in the RM2 District.

Staff recommendation: Staff recommends **denial** with the findings below:

Recommended Findings:

1. The application has failed to meet all seven variance criteria.
2. An exceptional site condition does not exist;
3. An undue hardship does not exist;
4. The specified undue hardship is related to purposes of financial burden;
5. The variance requested is not the minimum variance that will afford relief of the subject standards of the Code.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments		Development Permits	
Rezoning	☐	Site/Architectural Plan Review	☐
Rezoning to Planned Unit Development (PUD)	☐	Administrative	☐
Annexation	☐	Minor	☐
Condominiumization	☐	Major	☐
Annexation	☐	Master Plan	☐
Street Vacation	☐	Construction Plans	☐
	☐	Location & Extent	☐
Subdivisions	☐	Right of Way Encroachment License	☐
Minor Subdivision	☐	Floodplain Development Permit	☐
Preliminary Plat	☐		☐
Final Plat	☐	Flexibility and Relief Procedures	☐
Vacation of Right-of-Way	☐	Variance	☒
	☐	Administrative Adjustment	☐
	☐	Appeal	☐

Applicant/Property Owner Information:			
Applicant		Owner	
Red House Architecture		Four Points Properties, LLC	
Relationship to Owner		Owner	
Project Architect			
Applicant Address		Owner Address	
815 Blake Ave	Glenwood Springs, CO 81601	Po Box 1162	Glenwood Springs, CO 81602
Phone 970-945-824	Email Address bruce@redhousear	Phone 970-618-667	Email Address md@keylinkvr.com

Property Information:	
Address	Parcel Number
1021 Blake Ave, Glenwood Springs, CO 81601	218509429010
Subdivision	Lot and Block Number
	The North 8 feet of Lot 22 and all of Lots 23 and 24
Zone District RM2	Existing Land Use Vacant Lot

General Project Description:
Construction of a duplex with 2 additional affordable housing units at garden level.

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.	Applicant	Date
		5/14/19
	Owner	Date
	Owner	Date



Memorandum

To: Glenwood Springs Community Development
From: Bruce Barth
Re: 1021 Blake Avenue Variance
Subject: Project/ Variance Description

Four Points Properties LLC is applying for a zoning variance to increase the number of units allowed on a lot less than 10,000 sf in size. The subject property is located at 1021 Blake Avenue between 10th and 11th streets in downtown Glenwood Springs.

The lot is zoned RM2, Residential Limited Multifamily and is 5800 sf in size. The property was originally four townsite lots. Based on the 1941 deed, the lot was 10,000 sf and it appears there was a garage on the property that belonged to a neighboring property. The parceling off this garage was the cause of the reduction of the lot size to 5,800 sf. The lot had a single-family home on it that burned in a fire at a later date – the remains of the building were removed in 2015. Because of this previous structure, the soil has been disturbed from previous construction and new construction requires expensive excavation and a deeper foundation which incurs additional costs. The lot has an approximate 8% cross slope trending diagonally from the southeast corner to the northwest corner. The zoning across the alley to the west is RH, Residential High Density within which the proposed project would meet all zoning guidelines and not require a variance.

We are seeking a variance form Section 070.020.060(b) that states “attached dwellings sharing common wall, 2,500 square feet per unit. The proposed 4 dwelling units will not meet this code requirement since a 10,000 square foot lot would be required to build those 4 dwelling units.

The proposed project envisions 4 units on the lot, two two-story units over single story, garden level units. The proposed garden level units are two-bedroom and the proposed main level units are three-bedroom in size. The garden level units are proposed as affordable per the City’s guidelines and add to the rental pool in the downtown core. All four units will be for rent, adding new rental properties, the two affordable units, into downtown zone which is especially desirable.

The architecture of the proposed project is based on a simple, elegant aesthetic. Clean massing, proportion and human scale are combined to create a structure that is simultaneously harmonious with the surrounding structures while augmenting the neighborhood character through contemporary design interpretation of historic and vernacular forms.

May 14, 2019

The proposed project complies with all district standards (setbacks, parking, height limit, etc.), the only variance required is the number of units. Even with the additional units, the building footprint does not make use of the entire building envelope. The project fits squarely within the comprehensive plan that encourages infill with higher density and diversified housing:

- Vitality - The need to grow to maintain vitality is compounded by a lack of land for the community to expand. This forces an introspective look at all opportunities for infill and redevelopment—growing inward and upward instead of outward.
- Fiscal sustainability is living within one's means—as an individual or a community. This means avoiding growth patterns that cost more to serve than the tax revenues they produce. Outward, “greenfield” growth requires new services and infrastructure, whereas inward growth (infill and redevelopment) takes advantage of existing services and infrastructure, usually in a fiscally efficient manner.

<http://www.ci.glenwood-springs.co.us/DocumentCenter/View/450/Comprehensive-Plan-Revised-2014?bidId=>

Variance Criteria:

The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;

- a. The property is exceptional in that its size, as derived from the history of the lot, is not found in the surrounding neighborhood. The existing depth of native soils creates the need for a deeper foundation and creates the opportunity for garden level units.**

The strict application of the Code standards for which a variance is sought would produce undue hardship;

- a. Strict application of the number of units creates a situation in which the restricted affordable units would be eliminated and the cost of the free market rental units would increase dramatically because the additional costs mentioned above could not be spread over a greater number of units.**

The applicant did not create the hardship by his/her own actions;

- a. The configuration and history of the subject property was not caused by the applicant.**

The variance requested does not harm the public and does not impair the intent or

May 14, 2019

purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;

- a. The variance request, if approved, would not affect the safety and welfare of the public nor is it counterintuitive to the goals and policies stated in the Comprehensive Plan. The request fits within the existing surrounding neighborhood and adds density within the downtown core.**

The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;

- a. The hardships for the variance request are outlined above.**

*The variance request will not violate building or fire code requirements; **and***

The variance is the minimum variance that will afford relief of the subject standards of the Code.

- a. The desired variance does not violate the building or fire code and minimizes the variance request to the greatest extent possible.**

End of Memorandum
BB/dab
0883 M1

cc: file

Recorded at _____ o'clock _____ M. _____
Reception No. _____ Recorder.

WARRANTY DEED

THIS DEED, made on January 27, 2017 ,

Between Paul Fowler

of the County of Pitkin, and State of Colorado, grantor, and

Four Points Properties, LLC,

whose legal address is : PO Box 1162, Glenwood Springs, CO, 81602

of the County of Garfield and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of \$195,000.00 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

The North 8 feet of Lot 22 and all of Lots 23 and 24
Block 16
City of Glenwood Springs

as known by street and number as: 1021 Blake Avenue Glenwood Springs CO 81601

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the Grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes and assessments for the year 2017 and subsequent years and all those specific exceptions described by reference to recorded documents as reflected in Commonwealth Title Company's Commitment No. 1701025 ANTIC

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Paul Fowler

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

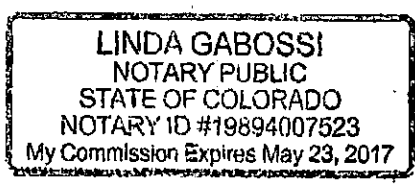
The foregoing instrument was acknowledged before me on January 27, 2017, by Paul Fowler.

WITNESS my hand and official seal

Linda Gabossi

My commission expires:

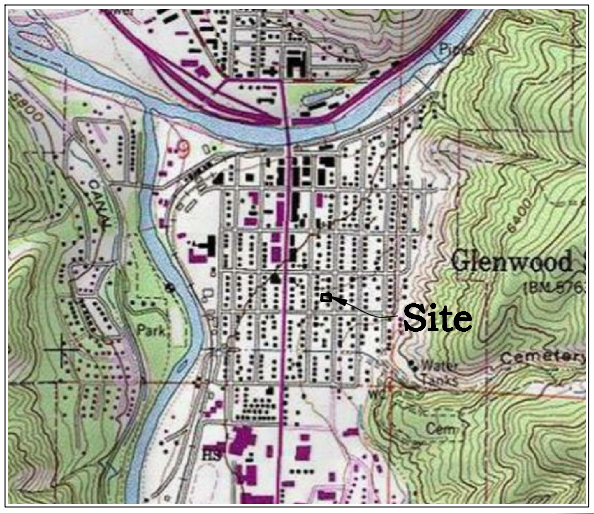
Notary Public



Commonwealth File No. 1701025 ANTIC

Return to:
Four Points Properties, LLC
PO Box 1162
Glenwood Springs CO 81602

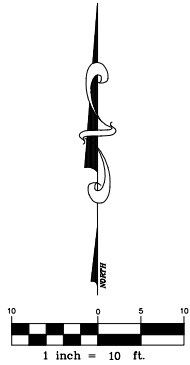
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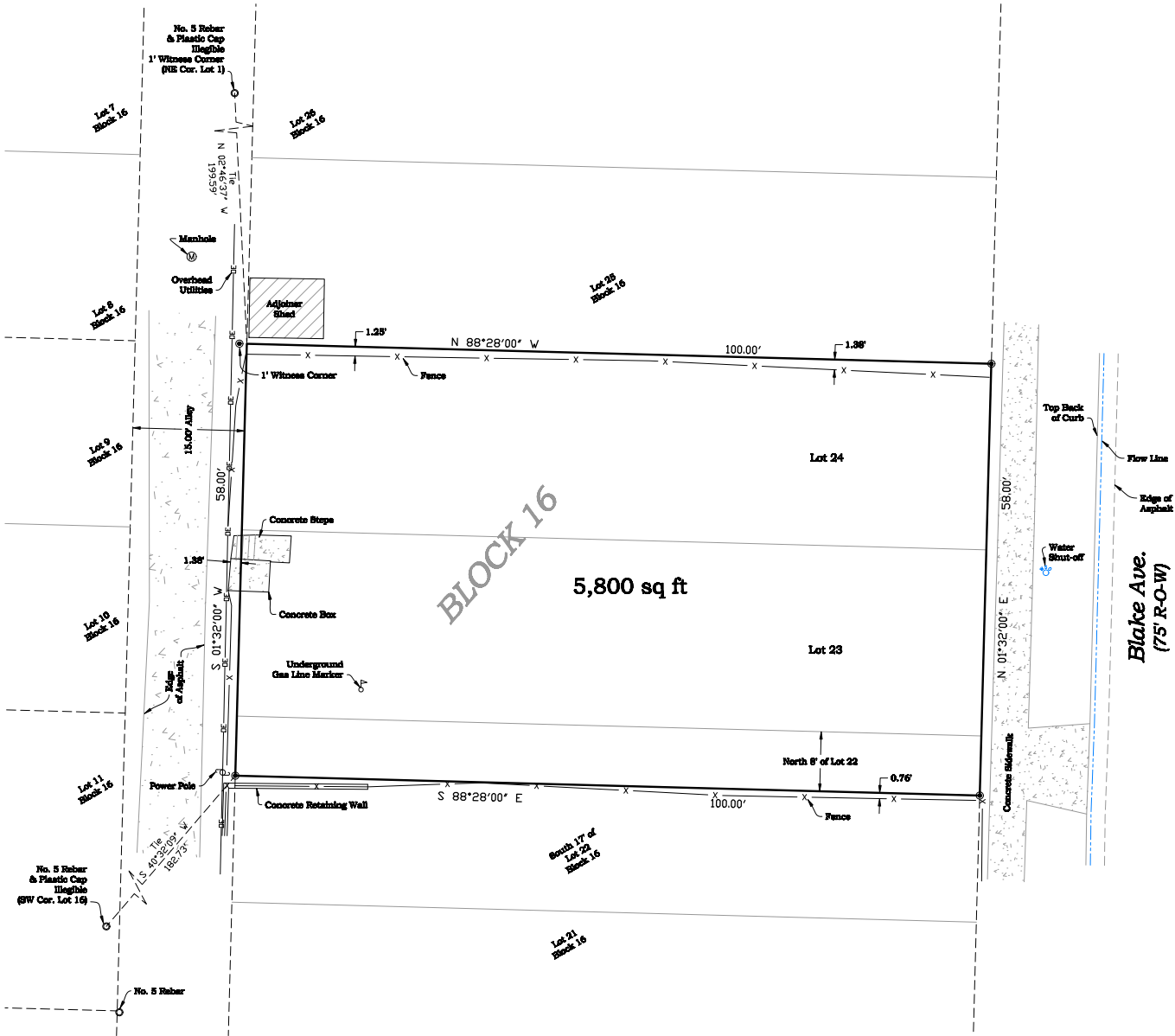
VICINITY MAP
SCALE: 1" = 1000'

IMPROVEMENT SURVEY PLAT

A Parcel of Land Situate in Section 9, Township 6 South,
Range 89 West of the Sixth Principal Meridian,
County of Garfield, State of Colorado
1021 Blake Avenue



LEGEND	
⊙	No. 5 Rebar & 1-1/4" Plastic Cap Cap L.S. No. 38942 Set
○	Found Monument as Labeled
—○—	Underground Gas Line Marker
⊙	Manhole
⊙	Power Pole
+	Water Shut-off
—	Overhead Utility Line
x	Fence



PROPERTY DESCRIPTION

THE NORTH 8 FEET OF LOT 23 AND ALL OF LOTS 23 AND 24
BLOCK 16

CITY OF GLENWOOD SPRINGS
COUNTY OF GARFIELD,
STATE OF COLORADO.

NOTES:

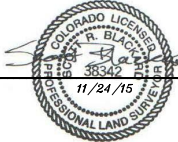
- 1.) ALL BEARINGS RELATIVE TO A BEARING OF N01°32'00"E BETWEEN THE SOUTHWEST CORNER OF LOT 16, A NO. 5 REBAR AND 1-1/4" PLASTIC CAP ILLEGIBLE IN PLACE AND THE NORTHWEST CORNER OF LOT 4, A NO. 5 REBAR IN PLACE.
- 2.) THIS SURVEY IS BASED ON TITLE COMMITMENT FILE NO. 1511014 BY COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC., DATED NOVEMBER 3, 2015, DOCUMENTS OF RECORD AND MONUMENTS FOUND IN PLACE.
- 3.) THIS DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM OR SURVEYOR.
- 4.) THE UNIT OF MEASUREMENT FOR THIS SURVEY IS THE U.S. SURVEY FOOT.

SURVEYOR'S CERTIFICATE:

I, SCOTT R. BLACKARD, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO "SEE BELOW" THAT THIS IMPROVEMENT SURVEY WAS PREPARED FROM AN ACTUAL MONUMENTED LAND SURVEY OF THE PROPERTY CORNER MONUMENTS, BOTH FOUND AND SET, UNDER MY DIRECT SUPERVISION AND CHECKING, THAT IT IS CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE AND THAT ALL DIMENSIONS, BOTH LINEAR AND ANGULAR WERE DETERMINED BY AN ACCURATE CONTROL SURVEY IN THE FIELD WHICH BALANCED AND CLOSED WITHIN A LIMIT OF 1 IN 15,000 (WHICH COMPLIES WITH COLORADO PROFESSIONAL STANDARDS FOR A LAND SURVEY PLAT AND THE CURRENT ACCURACY STANDARDS FOR ALTA/ACSM LAND TITLE SURVEYS). I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, NOVEMBER 24, 2015, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

*COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC.
*FILE NO. 1511014
*EFFECTIVE DATE: NOVEMBER 3, 2015

SCOTT R. BLACKARD L.S. 38342



DATE



IMPROVEMENT SURVEY PLAT

A Parcel of Land Situate in Section 9, Township 6 South,
Range 89 West of the Sixth Principal Meridian,
County of Garfield, State of Colorado
1021 Blake Avenue

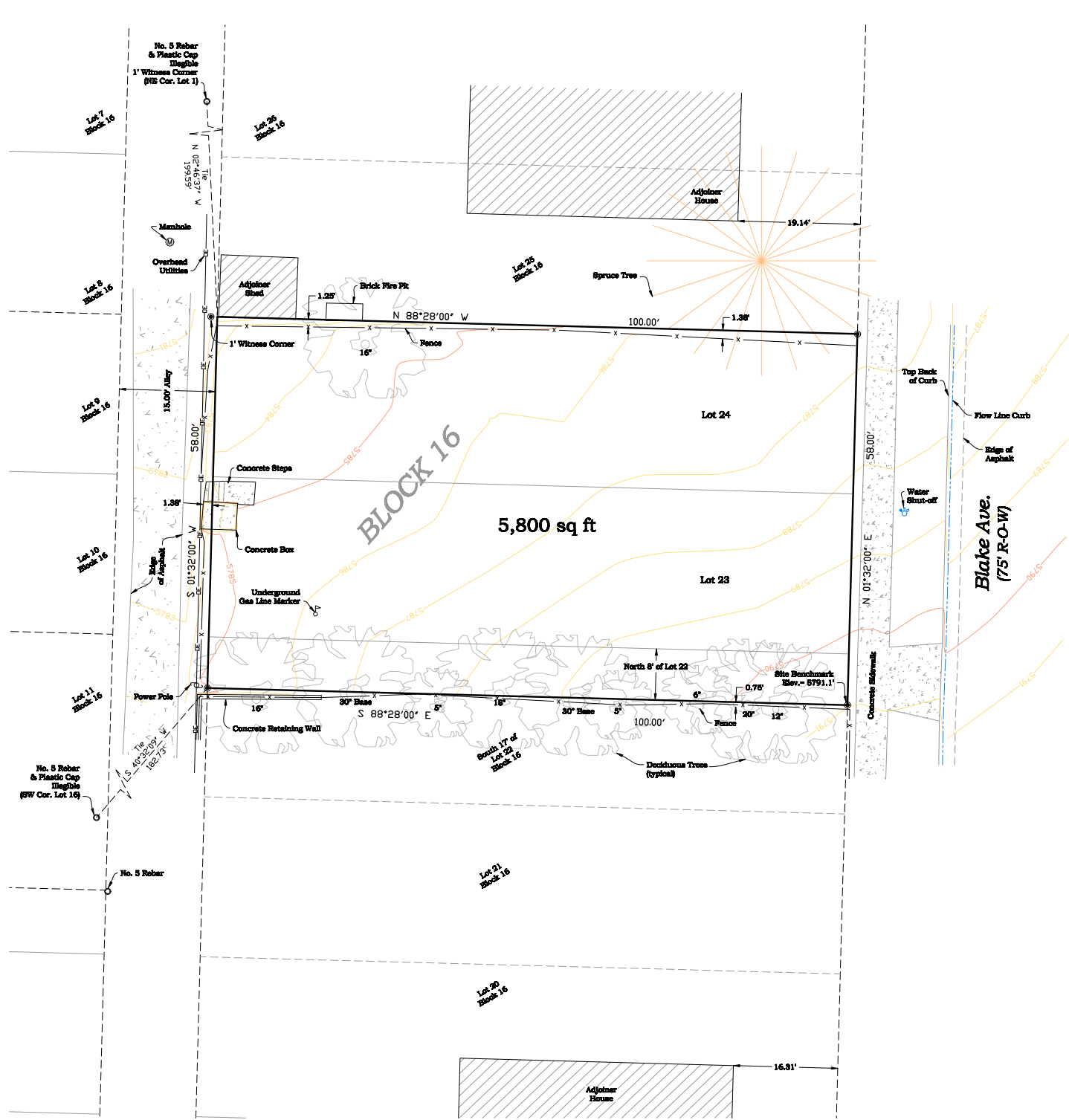
JOB NO.: 15122
DATE: 11/24/15
DWG. BY: SRB
REV:

1 of 1

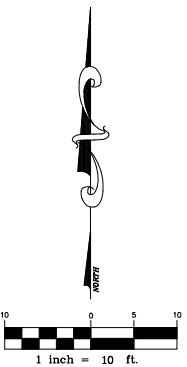
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY AN ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

EXISTING CONDITIONS SURVEY

A Parcel of Land Situate in Section 9, Township 6 South,
Range 89 West of the Sixth Principal Meridian,
County of Garfield, State of Colorado
1021 Blake Avenue



LEGEND	
	No. 5 Rebar & 1-1/4\"/>
	Found Monument as Labeled
	Underground Gas Line Marker
	Manhole
	Power Pole
	Water Shut-off
	Overhead Utility Line
	Fence



PROPERTY DESCRIPTION

THE NORTH 8 FEET OF LOT 22 AND ALL OF LOTS 23 AND 24
BLOCK 16
CITY OF GLENWOOD SPRINGS
COUNTY OF GARFIELD,
STATE OF COLORADO.

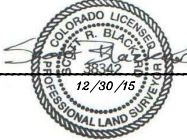
NOTES:

- 1.) ALL BEARINGS RELATIVE TO A BEARING OF N01°32'00\"/>
- 2.) THIS SURVEY IS BASED ON TITLE COMMITMENT FILE NO. 1511014 BY COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC., DATED NOVEMBER 3, 2015, DOCUMENTS OF RECORD AND MONUMENTS FOUND IN PLACE.
- 3.) CONTOUR INTERVAL IS ONE FOOT.
- 4.) ALL ELEVATIONS ARE BASED ON AN ASSUMED ELEVATION OF 5791.1' ON THE SOUTHEAST BOUNDARY CORNER OF SUBJECT PARCEL, A REBAR & CAP LS NO. 38342 AS SHOWN HEREON.
- 5.) THIS DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM OR SURVEYOR.
- 6.) THE UNIT OF MEASUREMENT FOR THIS SURVEY IS THE U.S. SURVEY FOOT.
- 7.) THIS FIELD SURVEY WAS DONE ON DECEMBER 29, 2015. THERE WAS ONE FOOT OF SNOW ON THE GROUND AT THIS TIME.

SURVEYOR'S CERTIFICATE

I, SCOTT R. BLACKARD, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME AND UNDER MY SUPERVISION AND THAT BOTH THIS SURVEY AND PLAT ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT R. BLACKARD L.S. 38342



DATE



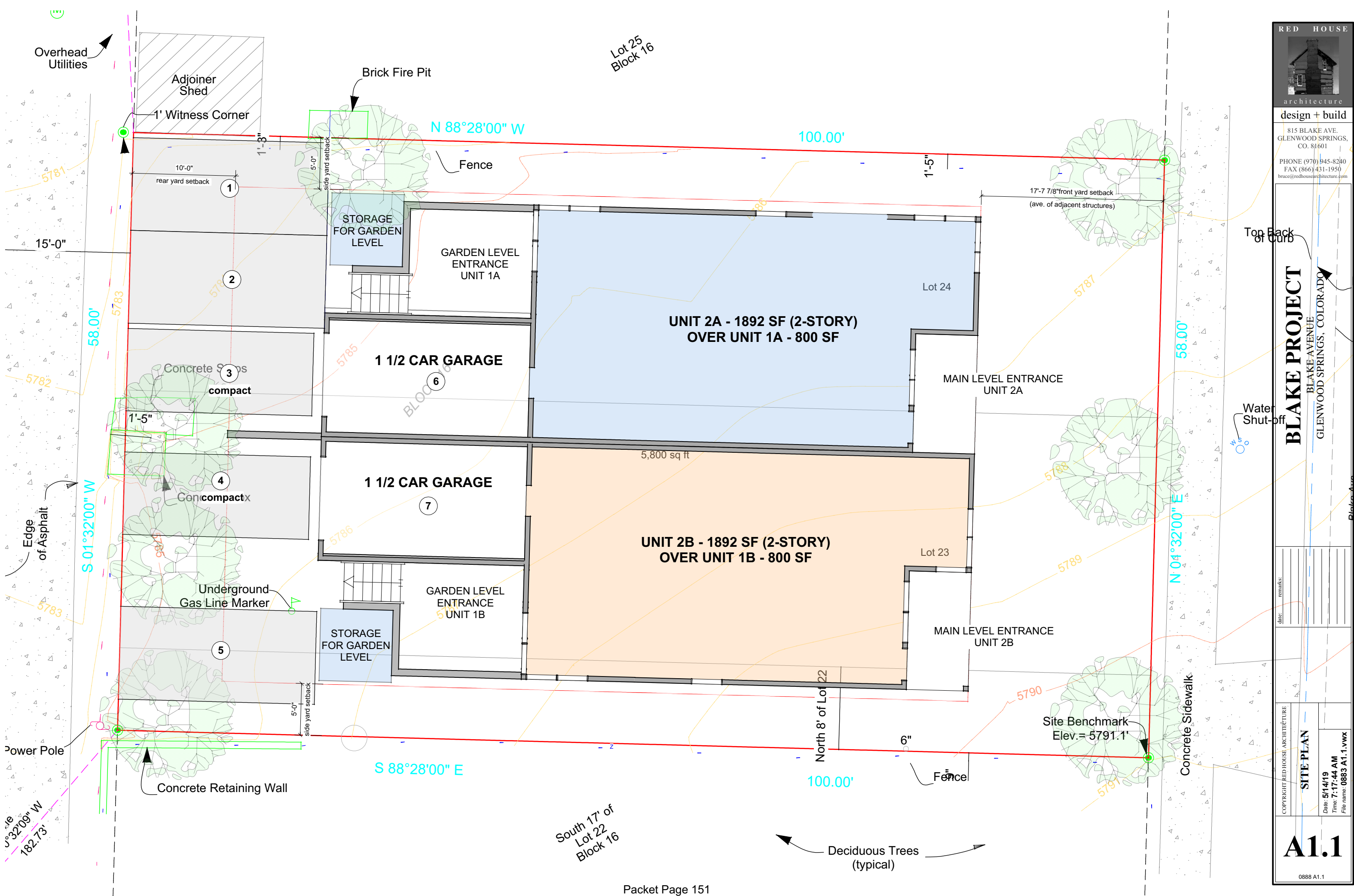
EXISTING CONDITIONS SURVEY

A Parcel of Land Situate in Section 9, Township 6 South,
Range 89 West of the Sixth Principal Meridian,
County of Garfield, State of Colorado
1021 Blake Avenue

JOB NO.: 15122
DATE: 12/30/15
DWG. BY: SRB
REV:

1 of 1

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY AN ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



RED HOUSE
architecture
design + build

815 BLAKE AVE.
GLENWOOD SPRINGS,
CO. 81601

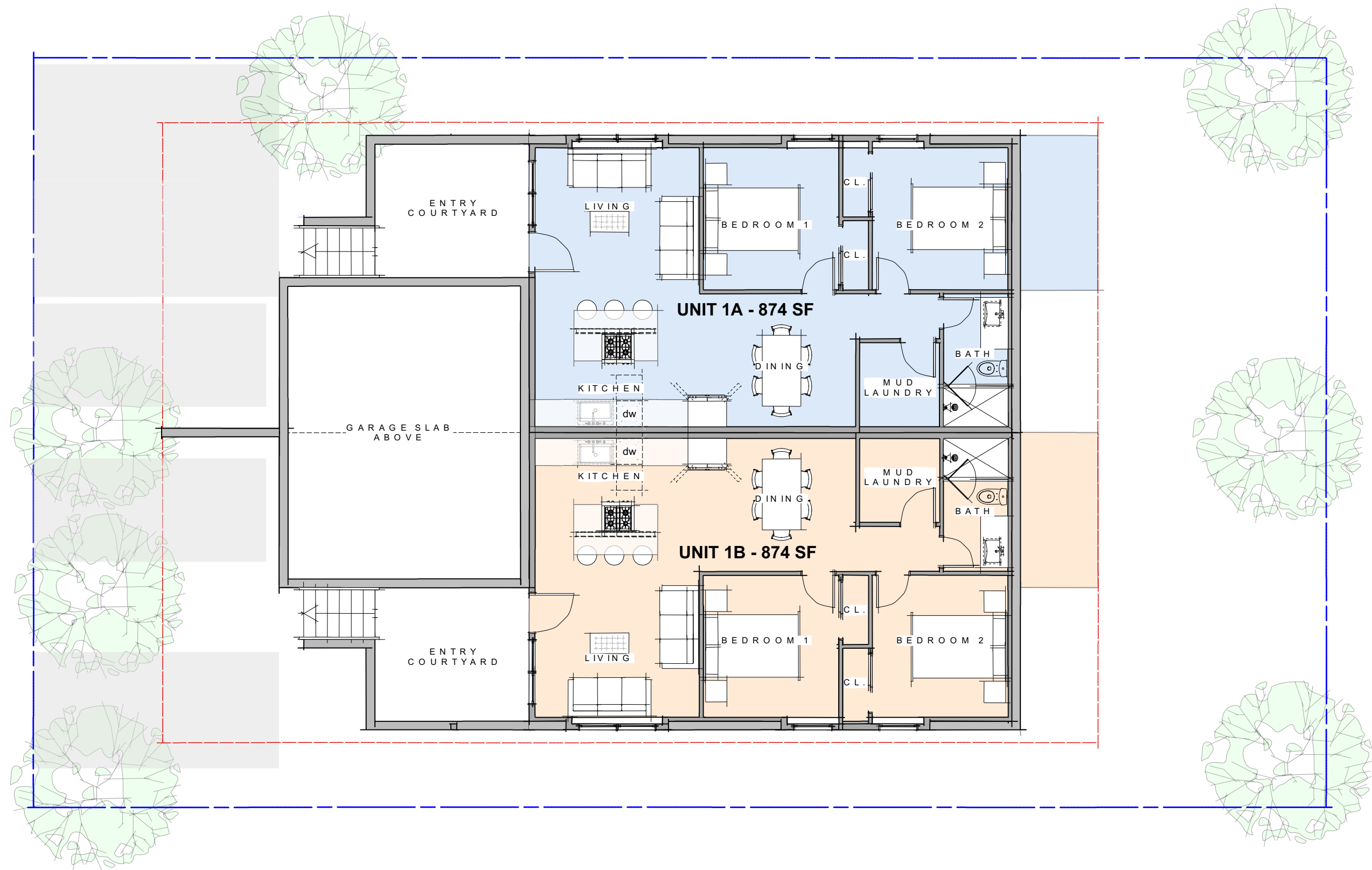
PHONE (970) 945-8240
FAX (866) 431-1950
bruce@redhousearchitecture.com

BLAKE PROJECT

BLAKE AVENUE
GLENWOOD SPRINGS, COLORADO

copyright RED HOUSE ARCHITECTURE	SITE PLAN	DATE: 5/14/19 TIME: 7:17:44 AM FILE NAME: 0883 A1.1.vwx
A1.1		

0888 A1.1



LOWER LEVEL FLOOR PLAN
@ 1/4" = 1'-0"



RED HOUSE
architecture
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815 BLAKE AVE.
GLENWOOD SPRINGS,
CO. 81601
PHONE (970) 945-8240
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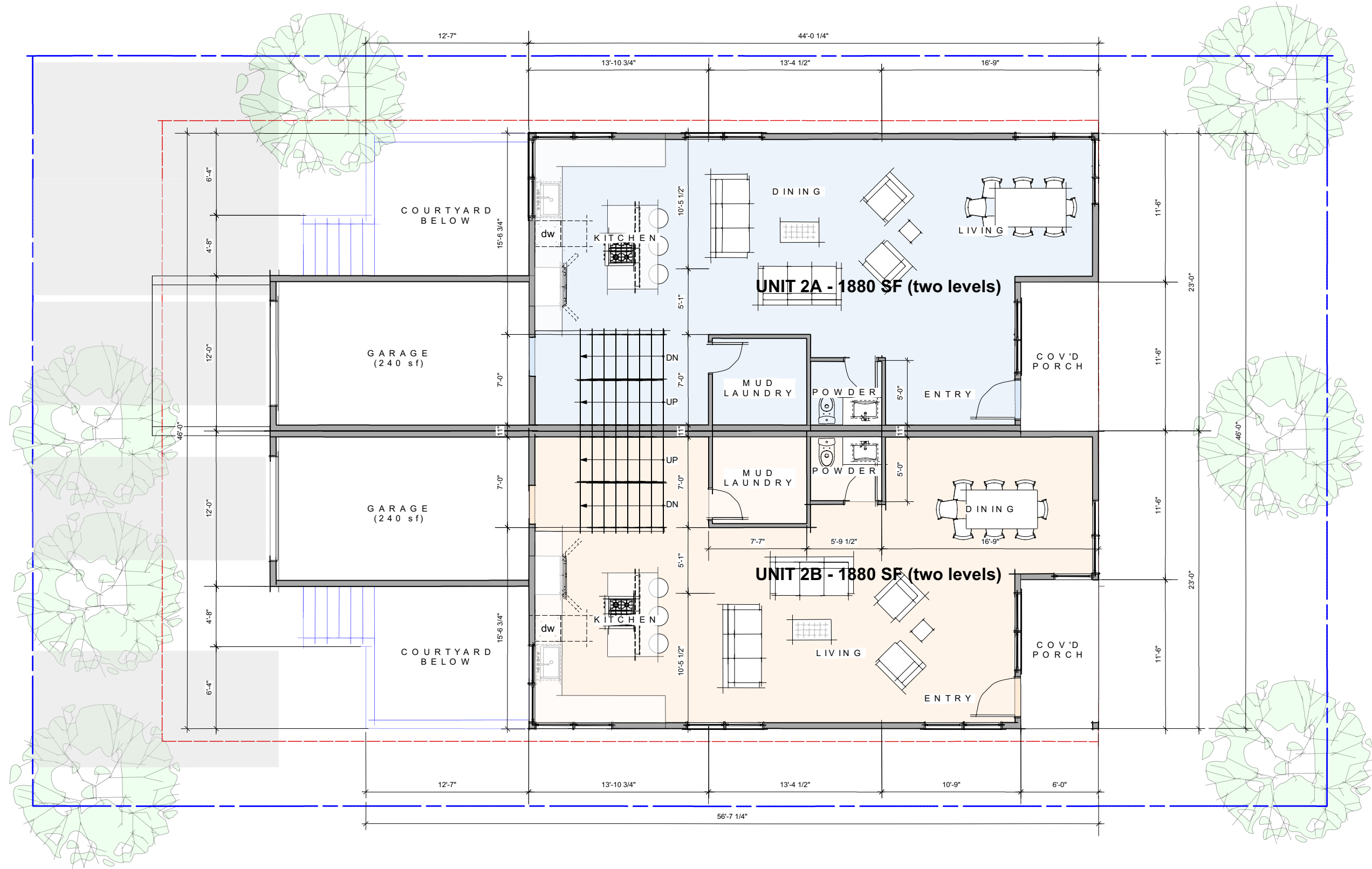
BLAKE PROJECT
1021 BLAKE AVENUE
GLENWOOD SPRINGS, COLORADO

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COPYRIGHT RED HOUSE ARCHITECTURE
LOWER LEVEL
PLAN

Date: 5/13/19
Time: 5:56:05 PM
File name: 0883 A2.1.vwx

A2.0
0623 A2.1



ENTRY LEVEL FLOOR PLAN

@ 1/4" = 1'-0"

RED HOUSE


architecture

design + build

815 BLAKE AVE.
GLENWOOD SPRINGS,
CO. 81601

PHONE (970) 945-8240
FAX (866) 431-1950
bruce@redhousearchitecture.com

BLAKE PROJECT

1021 BLAKE AVENUE
GLENWOOD SPRINGS, COLORADO

date: _____
remarks: _____

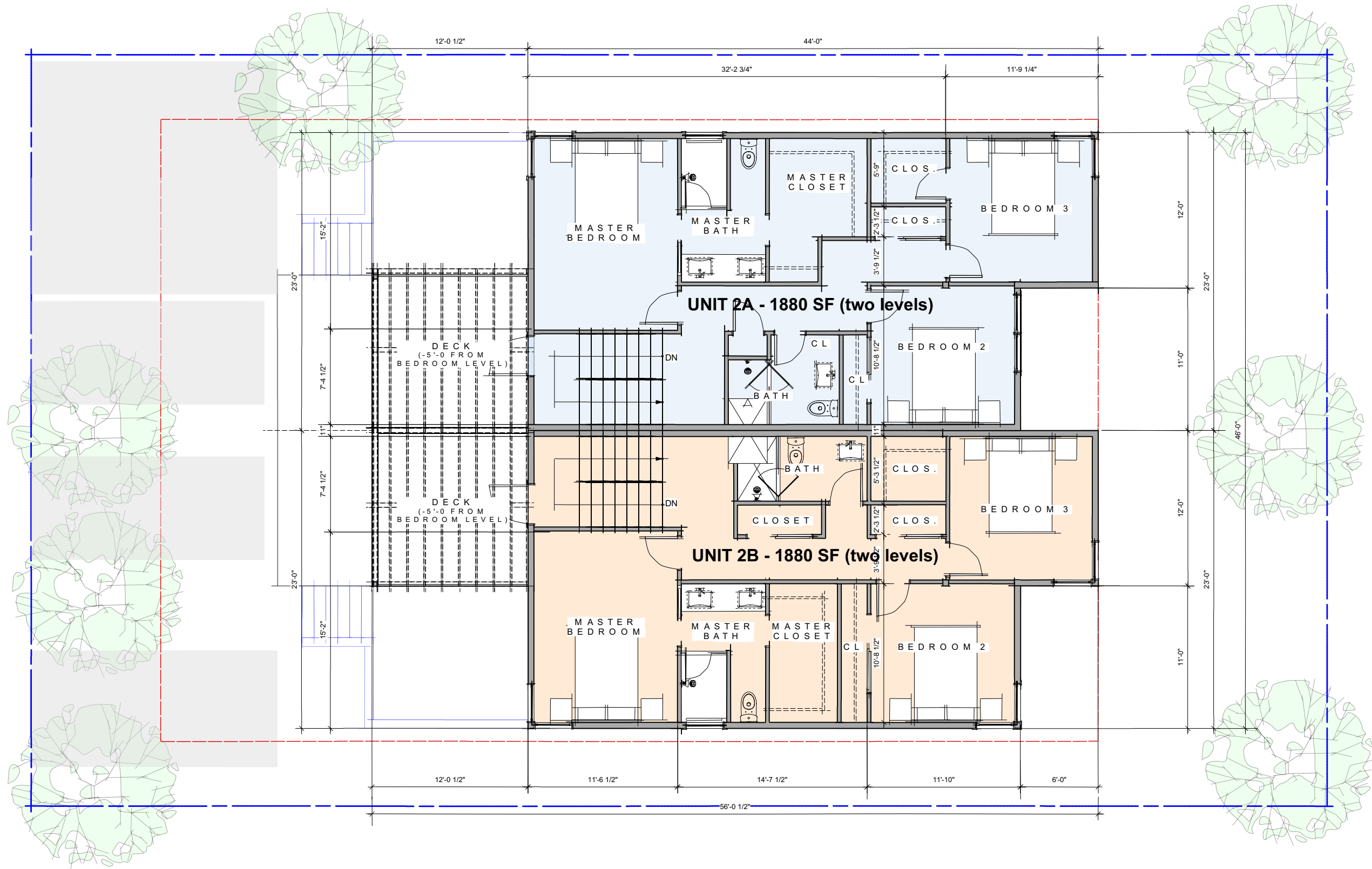
COPYRIGHT RED HOUSE ARCHITECTURE

MAIN LEVEL PLAN

Date: 5/13/19
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A2.1

0623 A2.1



UPPER LEVEL FLOOR PLAN
@ 1/4" = 1'-0"



RED HOUSE


architecture

design + build

815 BLAKE AVE.
GLENWOOD SPRINGS,
CO. 81601

PHONE (970) 945-8240
FAX (866) 431-1950
bruce@redhousearchitecture.com

BLAKE PROJECT
1021 BLAKE AVENUE
GLENWOOD SPRINGS, COLORADO

date: _____
remarks: _____

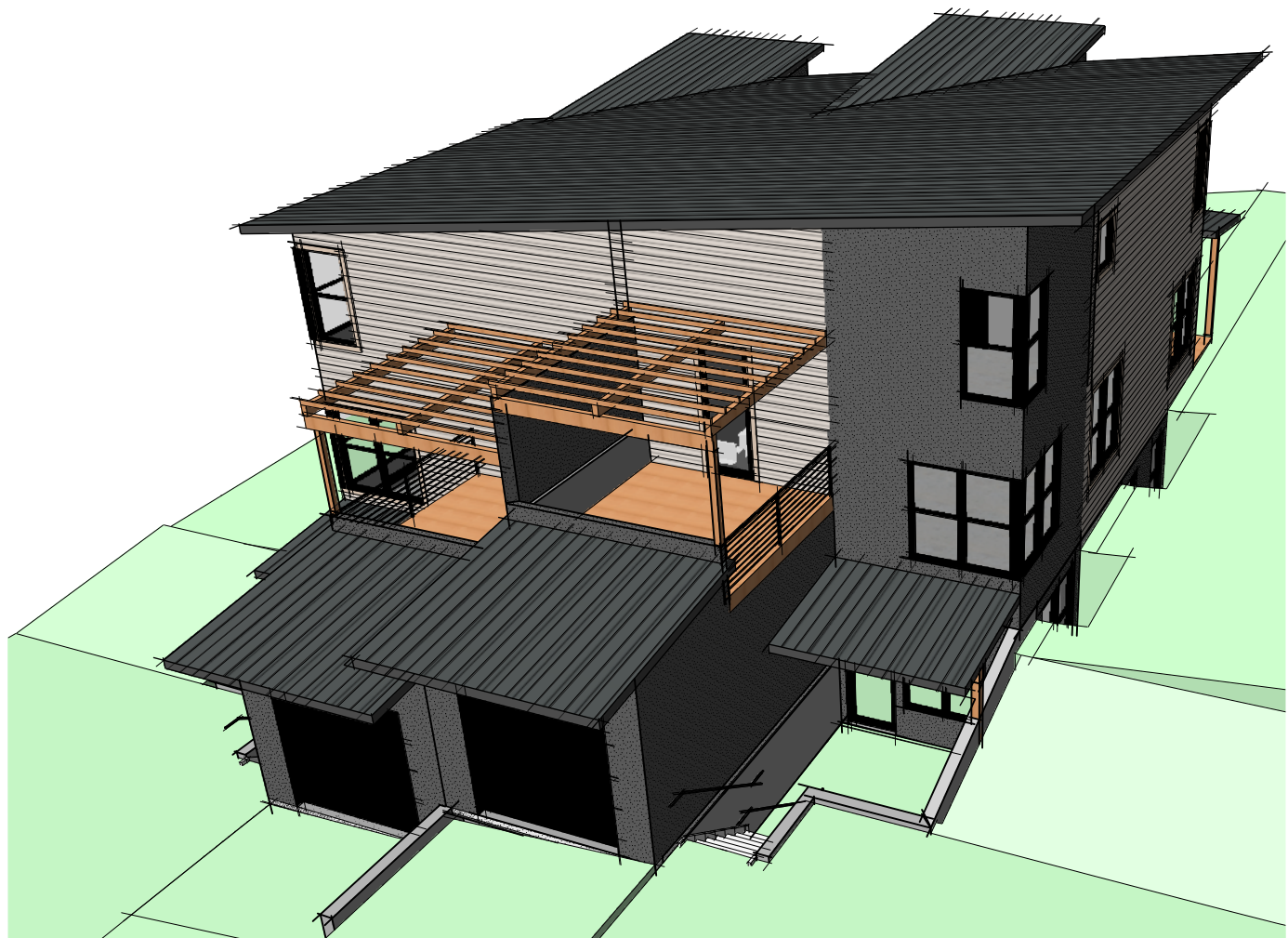
COPYRIGHT RED HOUSE ARCHITECTURE

UPPER LEVEL
PLAN

Date: 5/13/19
Time: 5:56:07 PM
File name: 0883 A2.1.vwx

A2.2

0623 A2.1



RED HOUSE



architecture

design + build

815 BLAKE AVE.
GLENWOOD SPRINGS,
CO. 81601

PHONE (970) 945-8240
FAX (866) 431-1950
bruce@redhousearchitecture.com

BLAKE PROJECT

1021 BLAKE AVENUE
GLENWOOD SPRINGS, COLORADO

date: _____
remarks: _____

COPYRIGHT RED HOUSE ARCHITECTURE
EXTERIOR
ELEVATIONS
Date: 5/13/19
Time: 5:56:11 PM
File name: 0883 A2.1.vwx

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MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
June 25, 2019
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

Chair Sumner Schachter called the meeting to order at 6:08 PM.

MOTION: Commissioner Wussow moved to seat Sumner Schachter as Chair for this meeting. The motion was seconded by Commissioner Grosscup. Motion carried by voice vote.

1. Roll Call

Present at roll call were Commissioners: Amber Wissing, Ingrid Wussow, George Shaver, Kathryn Grosscup, Sumner Schachter, and Alternates Carolyn Cipperly and Dean Kinkel

Absent: Marco Dehm and Tim Malloy

Also present were: Trent Hyatt, Senior Planner
Hannah Klausman, AICP, Senior Planner
Jenn Ooton, Asst. City Manager, Director
Anna S. Itenberg, City Attorney's Office
Kathleen Michel, Admin. Assistant

MOTION: Commissioner Grosscup moved to seat Alternates Cipperly and Kinkel for this meeting. Seconded by Commissioner Shaver. Motion carried by voice vote.

2. Receipt of minutes of the May 28, 2019, regular meeting.

MOTION: Moved by Commissioner Wussow, seconded by Commissioner Grosscup, to accept the minutes of the May 28, 2019 regular meeting. Motion carried by voice vote.

3. Comments from citizens appearing for items not on the agenda. No one appeared to comment.

New Items

5. 18-19 – Consideration of a variance from lot size standards for the RM2 Residential Multifamily limited zone district, Section 070.020.060(b), to allow for four residential units on a 5,800 square foot lot.

Applicant: Red House Architecture
Owner: Four Points Properties, LLC
Location: 1021 Blake Avenue
Zone: RM2 Residential Multifamily Limited

Hannah Klausman presented the staff report.

- Proposed four units on the lot
- Two market rate units
- Two garden level employee housing
- No other variances are proposed
- Design, parking, etc. will be handled at the staff level.
- Criteria for variances: must find all seven criteria
- Staff believes four of the seven criteria are not met
- Staff recommends denial of the variances requested.
- Choices are approval, denial or continue hearing for specific information

Ms. Klausman explained that exceptional shape, topography or site conditions are not a general condition in this zone district.

Commissioner Wussow noted that new code required that all conditions must be met; old code did not require all.

Applicant Bruce Barth, Red House Architecture, introduced Paul Fowler of Four Points Properties and spoke about the proposed development.

- Originally the lot was 10,000 square feet
- Meets parking on site
- No other variances required
- All units will be rentals, two are affordable housing
- Designed so affordable units are at the back side
- Affordable housing standard calls for \$1600 per month rent
- Mature trees will remain
- Scale not out of proportion with other units on the block
- Did not use entire building envelope for the project

Paul Fowler stated the units will be long term rental units.

Commissioner Grosscup noted the garages with stacked spaces. Required parking all on site. She wondered if any were level.

Mr. Barth said all parking spaces will slope towards alley.

Ms. Klausman pointed out that only single family homes could have an ADU, not a duplex. No condominium project was proposed.

8:25 open the meeting for public comment. Each speaker allowed three minutes.

The following neighbors had comments:

Tim and Janet Riley, 1015 Blake Ave.; Chrissy Samuelson, 1128 Cooper Ave.; Charles S. Sloss, 1027 Blake Ave.; Jeff and Lucy Dysart, 1012 Blake Ave.; Betty and Richard Rubish, 1030 Blake Ave.; Kathy Thissen, 1124 Bennett Ave.; and Frank Soderberg, 1106 Cooper Ave.

- Density too high for the neighborhood
- A duplex would be okay
- Three units suggested
- One story house on this lot burned
- With ten bedrooms in the building, noise, light, parking problems will increase
- Garages have a way of becoming full of toys, not cars
- Garages may become additional rental units
- Architecture not compatible with Victorian neighborhood
- Drainage onto other properties a concern
- Parking access from substandard alley
- Downtown parking already a problem
- Everyone likes Glenwood and wants to live here
- Requested Commissioners to deny this project

8:36 p.m. the Chair closed public comment.

Mr. Barth commented that they did what code required about the parking. He understands everyone's concerns.

MOTION: Commissioner Grosscup moved to deny the variance requests based on the findings on page 5. Seconded by Commissioner Shaver. Discussion followed:

- "Affordable" housing is a voluntary program that the owner can cancel at any time.
- Architectural differences and density might have been beneficial if three units proposed.
- Styles will change over time.
- Code is clear on the issue of all seven criteria to be met.
- Need diversity of housing.
- Agreed with staff for denial.

Ayes: 5 Noes: 1 -- The no vote said he hit wrong button. The Chair called for a re-vote:

The motion carried unanimously to deny the project.

6. General Discussion. Review Commission Priorities-preparation for Council/Board & Commission meeting.

Chairman Schachter emphasized that he needs instructions from the Commission about its priorities in for presentation to the Council at the workshop. Council only asked for two from each body. Let's keep it to what we deal with. There is a link to a memo in the agenda item. There are six items in the memo.

Hannah Klausman was the staff person present for this item. She spoke about people she knows who are living in vans and hiding in the city to do this.

Commissioner Grosscup would like to put forward 4, housing and 5, streets.

Chair Schachter likes 4 and 6, Airport and South Bridge.

Jenn Ooton had input regarding the choices of the Housing Commission regarding their priorities. You should be looking at the high level when making choices. She noted that each body would have up to ten minutes to present their priorities.

Commissioner Shaver put forth that the City has spread itself too thin to address all priorities. The Commission is providing its opinion to Council.

- Concern was expressed for all the unfinished projects.
- The City needs to finish some of these rather than add new things to the list of priorities.
- Creation of housing and Airport and South Bridge could fall under that.

Ms. Ooton said the P&Z had a broader area of responsibilities than other commissions. The other commissions are very specific in their area of interest. The P&Z does not have to be constrained as the others are. She thought they should add finish projects already started to the list.

The discussion determined the two priorities of the P&Z as:

1. Creation of diverse and inclusionary housing
2. Continue with the Airport Scenario Plan and South Bridge project.

7. Commissioner Comments

Commissioner Wussow believed that meeting the seven criteria for a variance was a blessing and a curse. Doesn't allow flexibility.

- Commission discussed the proposal that would result in 10 bedrooms.
- Doubling a duplex was just too much.
- Modern architecture fitting in the neighborhood
- Too bad the project couldn't fit all seven criteria

8. Director Comments

City Council is interviewing consultants for the Confluence master developer finalists. No announcement yet. City Council has full agenda including the ANB property.

9. Adjournment 10:00 p.m.



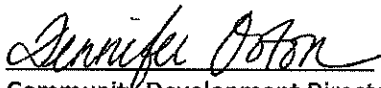
Community and Economic Development Department
101 W. 8th Street
Glenwood Springs, CO 81601
(970) 384-6411

Public Hearing Date: June 25, 2019

Planning File #: 18-19

Variances Notice of Decision

Applicant:	Red House Architecture
Property Owner:	Four Points Properties, LLC
Project Name:	#18-19 Lot Size Variance
Project Summary:	Request for a Variance from RM2 lot size standards to allow four units on a 5,800 square foot lot.
Project Location:	1021 Blake Avenue
Decision Making Body:	Planning and Zoning Commission
Action Taken:	Denied
Conditions of Approval:	N/A
Appeal - Deadline to File:	July, 2, 2019


Community Development Director

I acknowledge the decision as described above.

DocuSigned by:



6/26/2019

Paul Fowler

Property Owner

Date

DocuSigned by:



6/26/2019

Bruce Barth

Applicant

Date

Distribution List

- | | |
|---|---|
| ☐ File | ☐ Fire Dept |
| ☐ Property Owner | ☐ Police Dept |
| ☐ Applicant | ☐ Planning and Zoning Commission |
| ☐ Building Dept | ☐ Other: _____ |
| ☐ Engineering Dept | |
| ☐ City Attorney | |

FOUR POINTS PROPERTIES

PO Box 1162. Glenwood Springs, CO 81602 | 970-618-6343 | 1021blake@1021blake.com

Wednesday, June 26, 2019

Hannah Klausman
Senior Planner
City of Glenwood Springs
101 W. Eighth Street
Glenwood Springs, CO 81601

Dear Hannah Klausman:

We would like to appeal the decision made by the Planning and Zoning Commission on June 25th 2019 to deny our application “#18-19 Lot Size Variance” from RM2 lot size standards to allow four units on a 5,800 square foot lot. We would like to go before City Council to seek an overriding approval.

Because of vacations we would prefer to be heard at the August 15 2019 meeting and not the July 18 or August 1 meeting.

Sincerely,

Four Points Properties

Marco Dehm

Paul Fowler



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Planning Item #16-19, Consideration of a Request for a Special Use Permit for a Retail Marijuana Establishment in the M1 Mixed-Use Corridor District at 2550 CO Highway 82, Suite A112

Action Requested: **Action - 1 Special Use Permit** to allow for a Retail Marijuana Establishment in the M1 Mixed Use Corridor at 2550 CO Highway 82, Suite A112.

Department: Economic and Community Development

Presented By: Trent Hyatt, Senior Planner

Background Info: The Planning and Zoning Commission (Commission) reviews Special Use Permit applications for marijuana-related uses and provides a recommendation to City Council. On July 23, 2019, the Commission held a public hearing to consider the proposal. Attached for your review are copies of the Commission staff report, Commission draft minutes, reviewing agency comments, and the application materials. Please refer to the Commission staff report for analysis of applicable issues and compliance with the *Glenwood Springs Municipal Code* (Code) not addressed herein.

Issues: The Commission discussed existing access issues associated with the Glenwood Commercial Center such as the lack of signalization and the speed at which vehicles travel along Highway 82 in proximity of the development. Similar concerns were expressed during the annexation of the development by the City in 2016. During public comment, both general concerns about and support for the use were expressed from those in attendance.

Staff Recommendation: **Planning and Zoning Commission Recommendation**
After discussing the various issues outlined above, the Commission voted unanimously 7-0 to recommend approval of Action Item 1 to City Council.

Action Alternatives and Staff Recommendation

Section 070.060.030(g)(1)d of the Code outlines the review and decision procedures for applications being considered by City Council stating, *"The applicable review body shall approve, approve with conditions, or deny the application based on the applicable approval criteria listed in the application specific procedures. The body may also continue the hearing or refer the application to another authority as provided in 070.060.050(a)(2)c, Referral and Call- Up Procedures."*

Action - 1 Special Use Permit to allow a Retail Marijuana Establishment in the M1 Mixed-Use Corridor at 2550 CO Highway 82, Suite A112.

Staff recommends the Council uphold Planning and Zoning Commission's recommendation and **approve** the Special Use Permit application with the findings and conditions below:

Recommended Findings:

1. The use is compatible with the surrounding area;
2. The impacts of the use on surrounding areas have been adequately minimized;
3. The use is consistent with the general purpose and intent of this Code;
4. The use complies with all applicable standards of this Code;
5. The use is in conformance with the Comprehensive Plan and other City plans and policies; and
6. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Recommended Conditions:

1. The applicant shall provide evidence of approval of licenses from the State of Colorado and the City of Glenwood Springs for a retail marijuana establishment prior to issuance of a Special Use Permit.
2. Any future physical changes or improvements to the property or buildings on the parcel are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
3. The proposed retail marijuana establishment shall comply with all verbal representations made by the applicant in the public hearing, as well as all approved plans and application materials, as revised per conditions of the Special Use Permit and approved by the Community Development Director prior to issuance of a Special Use Permit.
4. Any changes to signage on the site shall require a sign permit and demonstrated compliance with applicable requirements of the of the Glenwood Springs Municipal Code.
5. The use shall comply with the use standards and special review criteria for marijuana uses specified in the Glenwood Springs Municipal Code at all times. Failure to comply with the applicable standards may result in an enforcement action or the incorporation of additional mitigation methods for Code compliance.
6. If complaints are received from adjacent property owners regarding any odors emitting from the site or any other matter regulated by the Code, City Council shall have the ability to re-evaluate or revoke the special use permit. The special use permit shall be subject to reconsideration and revocation by City Council within sixty (60) days of notification of the violation if the business owners are convicted by the City's Municipal Court of two Glenwood Springs Municipal Code nuisance violations pertaining to odors, etc. emitting from the site within a six (6) month period.
7. The applicant shall submit a building permit application as required. All contractors must receive a license to work in the City of Glenwood Springs.



Planning and Zoning Commission Report

Date: July 23, 2019
To: Planning and Zoning Commission
From: Trent L. Hyatt, Senior Planner
Subject: #16-19 - Special Use for a Review Retail Marijuana Establishment, Stash

REQUEST	Consideration of a request for a special use permit for a retail marijuana establishment in the M1 Mixed-Use Corridor District
APPLICANT	Good People LLC dba Stash
OWNER	Don Garret Patrick and Shawn Renee Patrick
LOCATION	2550 CO Highway 82, Unit A112 (PIN: 2185-223-17-004)
ZONE	M1 Mixed Use Corridor District
SURROUNDING LAND USES	North: BLM South: CO Highway 82 right-of-way East: Commercial/mixed residential West: Commercial storage facility
LOT SIZE	Approximately 4.19 acres (unit size approximately 1,078 square feet)

ACTION ITEM:

The Planning and Zoning Commission (Commission) is the recommending body to City Council on marijuana related uses requiring a special use permit.

Action 1 - Special Use Permit - for a retail marijuana establishment in the M1 Mixed-Use Corridor District.

Staff recommendation: *Staff recommends **approval (with conditions)** of the Special Use Permit with the findings and conditions on pages 9-10.*

BACKGROUND/ANALYSIS

Proposal

The applicants, Shawna and Garret Patrick doing business as Stash, propose to remodel an existing approximately 1,078 square foot unit in the Glenwood Commercial Center to accommodate the retail sale of cannabis and related products. Another retail use, 82 Liquors previously occupied the space and one additional until.

The proposed use falls under the definition of a *retail marijuana establishment* as defined by Section 070.070.020(c)(7)b of the *Glenwood Springs Municipal Code* (Code) outlined in *italics*

below. This use requires additional licensing through the State of Colorado and City of Glenwood Springs.

Retail marijuana establishment means the retail sale, cultivation, storage, product manufacturing or testing of marijuana to the extent permitted by Article XVIII, Section 16 of the Colorado Constitution and in various provisions of the Colorado Retail Marijuana Code, C.R.S. Article 43.4 of Title 12, and any other applicable state or city law or regulation.



Southeast elevation (existing)



Vicinity/aerial map (subject unit circled in yellow)

Special Review Criteria

There are two sets of criteria in the Municipal Code to consider in the analysis of marijuana related businesses. Section 070.030.030(e)(11) of the Code are use specific standards which apply to retail marijuana businesses. Section 070.060.050(e)(3)e.2 applies generally to special review uses. Staff lists each of the criteria in **bold** below along with comments below.

Section 070.030.030(e)(11) – Retail Marijuana Establishment

b. License Required

Retail marijuana establishments shall comply with City Code Article 050.090.

The applicant shall apply for and receive a City business license for the proposed use prior to future operation.

c. Location of Licensed Establishment

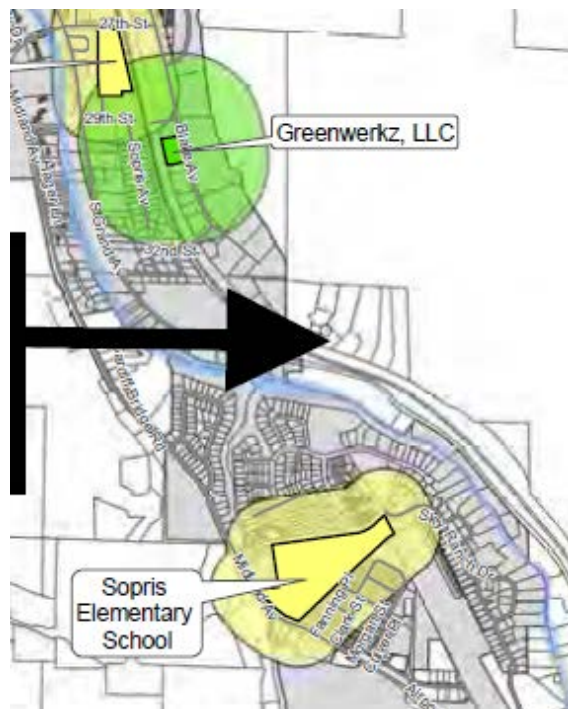
Retail marijuana establishments shall be located only in areas of the city as allowed in the City Code. No retail marijuana establishment shall be located:

- 1. Within 500 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade. The distance shall be property computed by a straight line measurement from the nearest property line of the school to the nearest property line of the site housing the retail marijuana establishment;**

The retail marijuana establishment is located over 2,000 feet from Sopris Elementary School, the closet in proximity.

- 2. Within 900 feet of another retail marijuana establishment or a medical marijuana business. A retail marijuana establishment may locate on the same licensed premises as a medical marijuana business of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other retail marijuana establishments and medical marijuana businesses. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities; and**

A retail establishment, The Rosin Company, was previously approved at 3441 South Grand which would be located within 900 of the proposed



facility. However, the use was never established and the owner of the property has provided an affidavit stating there is no intent to commence operation thereof. Therefore, the closest facility in proximity is Green Dragon which is over 1,700 feet to the northwest.

3. In any zoning district not specifically permitted by the City Code.

The use is proposed in a zone district which allows retail marijuana establishments.

d. Requirements Related to Operation of a Retail Marijuana Establishment

- 1. Retail marijuana establishments shall meet all operational criteria for the procurement, display, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the CRMC and the City Code Article 050.090.**

The operation shall apply for and receive all applicable permits from the state and maintain compliance therewith.

- 2. In addition, all retail marijuana establishments shall comply with the following local restrictions:**

- i. Hours of operation shall be limited to between 8:00 a.m. and 7:00 p.m. Monday through Sunday; and**

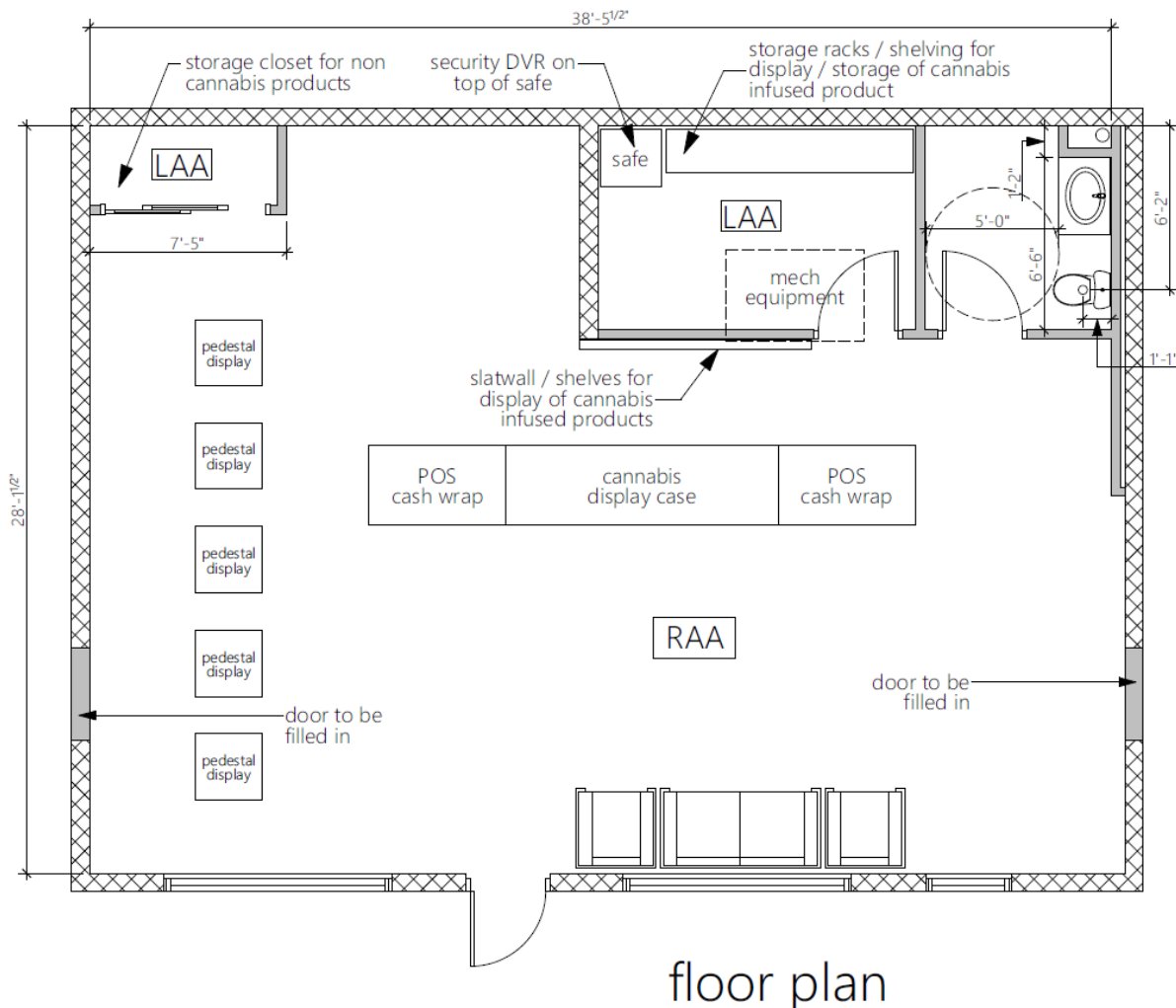
The business shall comply with the hours of operation.

- ii. A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana establishment will meet the standards established in the CRMC and in the City Code.**

The applicants shall apply for and receive a sign permit prior erecting a sign at the site.

- iii. Storage of retail marijuana shall be considered an accessory use. Not more than 25 percent of the licensed premises of a retail marijuana business shall be used for such purposes.**

All cannabis product onsite shall be for retail sale. Significantly less than 25 percent of the floor plan is proposed for storage.



iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

Odor is a concern with any marijuana related business and is an expected nuisance. However, the issue is more closely related to grow facilities as the City does not generally receive complaints for sales only businesses. That being said, the applicant proposes a high efficiency exhaust system which utilizes carbon filter fans to combat the issue. In addition, the applicant proposes off site prepackaging of flower products. As is the norm with all applications associated with marijuana businesses, staff is recommending a condition of the special use permit that requires compliance with the above criteria at all times. In the event that documented inspections of the premises by City staff, preceded by complaints, indicate that odor is an issue, the applicant will need to employ alternative methods to mitigate odors or be at risk of losing their City license.

Section 070.060.050(e)(3)e.2 – All Land Uses

i. The use will be compatible with the surrounding area;

The proposed retail use, automobile fuel sales, currently exists at the site. The subject property is adjacent to Colorado State Highway 82, an arterial, and the use is similar to others in the

vicinity which generally serve the travelling public. Therefore, the use is compatible with the surrounding area.

ii. The impacts of the use on surrounding areas have been adequately minimized;

Other than potential odor nuisance discussed above, the proposed use is not expected to create any additional impacts than currently exist at the site.

iii. The use will be consistent with the general purpose and intent of this Code;

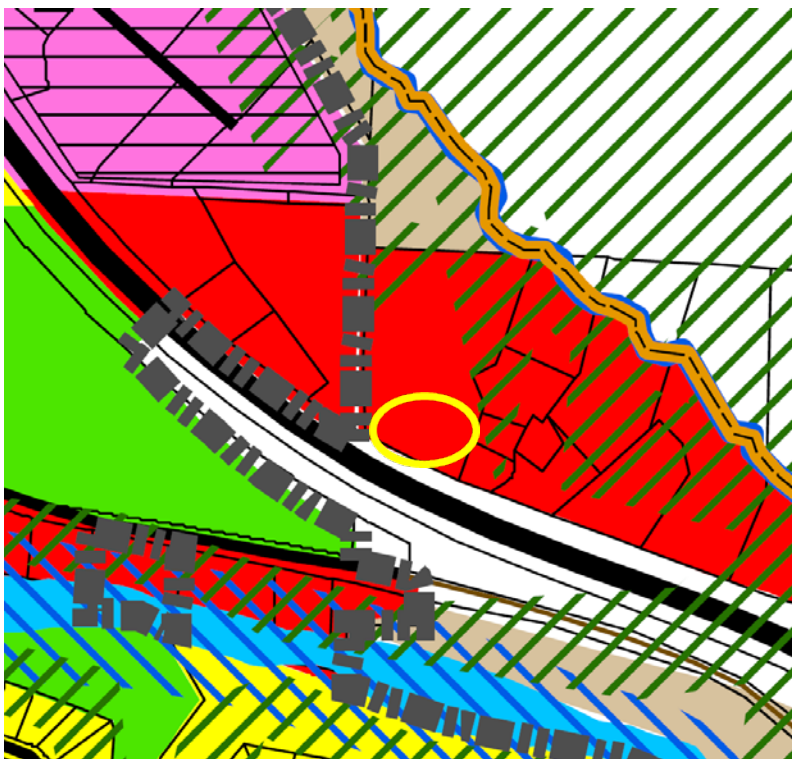
The use/proposal appears to be consistent with the general purpose and intent of the Code.

iv. The use will comply with all applicable standards of this Code;

The use is in compliance with the Code.

v. The use is in conformance with the Comprehensive Plan and other City plans and policies; and

As shown at right, *Map 2.3 Future Land Use – South Portion of the City of the Glenwood Springs* of the Comprehensive Plan (Comp Plan) identifies the property as Commercial in red. According to the Comp Plan, the Commercial designation “...provides a wide range of general retail goods and services for both regional and local markets, in attached and freestanding structures. Retail that would compete directly with Downtown retail is discouraged.” The current proposal is in compliance with the map designation and description.



Numerous community goals and related objectives and strategies outlined in the Executive Summary and subsequent chapters of the Comp Plan encourage economic development, preserving our small-town character, convenient transportation, infill development, housing opportunities, social diversity, and preserving natural resources all of which are supported by this proposal. These goals are outlined in the following table.

Comprehensive Plan Goal	Objective and Strategy
-Promote long-term, sustainable, diverse, economic development	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Attract diverse businesses and industries (Chapter 4, Page 50) -Maintain the role as regional center (Chapter 4, Page 54) -Retain role as a regional center (Chapter 7, Page 83)
-Maintain Glenwood Springs as the regional tourism, retail, commercial, and governmental center of Garfield County	-Attract diverse businesses and industries (Chapter 4, Page 50) -Maintain the role as regional center (Chapter 4, Page 54) -Retain role as a regional center (Chapter 7, Page 83)
-Preserve small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the downtown	-Develop according to the vision (Chapter 4, Page 34) -Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Enhance pedestrian-friendliness while facilitating traffic (Chapter 3, Page 36) -Maintain the role as regional center (Chapter 4, Page 54) -Retain role as a regional center (Chapter 7, Page 83) -Direct growth inward (Chapter 9, Page 102)
-Address transportation and provide multiple convenient travel choices	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34)
-Direct development to locations and building forms that are cost effective to serve	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Direct growth to areas where utilities and services can be provided efficiently (Chapter 7, Page 82) -Retain role as a regional center (Chapter 7, Page 83) -Direct growth inward (Chapter 9, Page 102)
-Support social diversity	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Retain role as a regional center (Chapter 7, Page 83) -Direct growth inward (Chapter 9, Page 102)
-Preserve natural resources	-Promote water conservation (Chapter 7,

vi. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

The use/proposal do not appear to negatively impact health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Reviewing Agency Comments

No comments related to the proposed were received

Adjacent Property Owner Comments

No comments from adjacent property owners have been received to date.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

Section 070.060.050(e)(1)e.1 of the Code explains, “The Planning Commission shall review and approve, approve with conditions, or deny the special use permit application in accordance with 070.060.030(g) and the approval criteria in paragraph 2 below [addressed above in in this instance]. The Planning Commission may also remand the application back to the Director for further consideration.” Section 070.060.030(g)(1)d also states, “The body may also continue the hearing or refer the application to another authority as provided in 070.060.050(a)(2)c, *Referral and Call-Up Procedures*. In the instance of marijuana related business, Section 070.060.020(d)/ Table 060.1 Summary of Development Review Procedures outlines the Commission is the review and reminding authority to City Council.

Action 1 - Special Use Permit - for a retail marijuana establishment in the M1 Mixed-Use Corridor District.

Staff recommendation: Staff recommends **approval with conditions** of the Special Use Permit application with the **findings** and **conditions** below:

Recommended Findings:

1. The use is compatible with the surrounding area;
2. The impacts of the use on surrounding areas have been adequately minimized;
3. The use is consistent with the general purpose and intent of this Code;
4. The use complies with all applicable standards of this Code;
5. The use is in conformance with the Comprehensive Plan and other City plans and policies; and
6. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Recommended Conditions:

1. The applicant shall provide evidence of approval of licenses from the State of Colorado and the City of Glenwood Springs for a retail marijuana establishment prior to issuance of a Special Use Permit.
2. Any future physical changes or improvements to the property or buildings on the parcel are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the *Glenwood Springs Municipal Code*.
3. The proposed retail marijuana establishment shall comply with all verbal representations made by the applicant in the public hearing, as well as all approved plans and application materials, as revised per conditions of the Special Use Permit and approved by the Community Development Director prior to issuance of a Special Use Permit.
4. Any changes to signage on the site shall require a sign permit and demonstrated compliance with applicable requirements of the of the *Glenwood Springs Municipal Code*.
5. The use shall comply with the use standards and special review criteria for marijuana uses specified in the *Glenwood Springs Municipal Code* at all times. Failure to comply with the applicable standards may result in an enforcement action or the incorporation of additional mitigation methods for Code compliance.
6. If complaints are received from adjacent property owners regarding any odors emitting from the site or any other matter regulated by the Code, City Council shall have the ability to re-evaluate or revoke the special use permit. The special use permit shall be subject to reconsideration and revocation by City Council within sixty (60) days of notification of the violation if the business owners are convicted by the City's Municipal Court of two *Glenwood Springs Municipal Code* nuisance violations pertaining to odors, etc. emitting from the site within a six (6) month period.
7. The applicant shall submit a building permit application as required. All contractors must receive a license to work in the City of Glenwood Springs.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments		Development Permits	
Rezoning	☐	Site/Architectural Plan Review	☐
Rezoning to Planned Unit Development (PUD)	☐	Administrative	☐
Annexation	☐	Minor	☐
Condominiumization	☐	Major	☐
Annexation	☐	Master Plan	☐
Street Vacation	☐	Construction Plans	☐
	☐	Location & Extent	☐
Subdivisions		Right of Way Encroachment License	☐
Minor Subdivision	☐	Floodplain Development Permit	☐
Preliminary Plat	☐		☐
Final Plat	☐	Flexibility and Relief Procedures	☐
Vacation of Right-of-Way	☐	Variance	☐
	☐	Administrative Adjustment	☐
	☐	Appeal	☐

Applicant/Property Owner Information:

Good People LLC dba STASH			
Applicant(s) Shawna Patrick		Owner Shawna Patrick	
Garrett Patrick			
Relationship to Owner (same)		Owner Garrett Patrick	
Applicant Address (same)		Owner Address 102 N River Rd Snowmass CO	
Phone 970 (990-9994)	Email Address gdpatrik1@aol.com	Phone 970 309-5710	Email Address bestjointintown@gmail.com
(Garrett)		(Shawna)	

Property Information:

Address 2550 Highway 82 Allz, GWS, CO	Parcel Number 218522317004
Subdivision Glenwood Commercial Center Condominiums	Lot and Block Number Section: 22, Township: 6
	Range: 89
Zone District Commercial (C-3)	Existing Land Use Liquor Store

General Project Description:

The owners plan to open a recreational marijuana dispensary at this location.

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.

Shawna Patrick	4/13/19
Applicant	Date
Shawna Patrick	4/13/19
Owner	Date
[Signature]	4/13/19
Owner	Date



State Documentary Fee
Date: May __, 2019
\$20.50

Special Warranty Deed
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on May 22nd, 2019 by 82 LIQUOR STORE, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the County of Eagle and State of Colorado for the consideration of (\$205,000.00) ***Two Hundred Five Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to DON GARRETT PATRICK AND SHAWNA RENEE PATRICK Grantee(s), as Joint Tenants whose street address is 102 N River Rd, Snowmass, CO 81654, County of Pitkin, and State of Colorado, the following real property in the County of Garfield, and State of Colorado, to wit:

UNIT A-112, GLENWOOD COMMERCIAL CENTER CONDOMINIUMS, COUNTY OF GARFIELD, STATE OF COLORADO, ACCORDING TO THE MAP THEREOF RECORDED ON MARCH 18, 2016, AT RECEPTION NO. 874984 AND THE CONDOMINIUM DECLARATION RECORDED MARCH 18, 2016 AS RECEPTION NO. 874985 IN THE RECORDS OF THE CLERK AND RECORDER OF THE COUNTY OF GARFIELD, STATE OF COLORADO.

COUNTY OF GARFIELD
STATE OF COLORADO

also known by street and number as: 2550 HIGHWAY 82 # A112, GLENWOOD SPRINGS, CO 81601

with all its appurtenances and warrants the title to the same against all persons claiming under me, subject to the matters shown in the attached Exhibit A, which, by reference, is incorporated herein.

82 LIQUOR STORE, LLC, A COLORADO LIMITED
LIABILITY COMPANY

By: DAVID I. FORENZA, MANAGING MEMBER

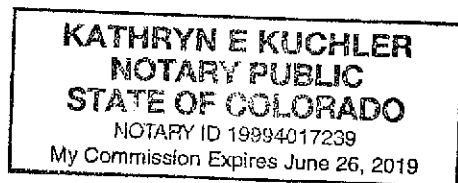
State of Colorado)
)ss.
County of EAGLE)

The foregoing instrument was acknowledged before me on this day of May 17th, 2019 by DAVID I. FORENZA AS MANAGING MEMBER OF 82 LIQUOR STORE, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: 6/26/2019

Kathryn E. Kuchler
Notary Public



When recorded return to: DON GARRETT PATRICK AND SHAWNA RENEE PATRICK
102 N River Rd, Snowmass, CO 81654



Exhibit A

1. GENERAL TAXES FOR THE YEAR OF CLOSING.
2. DISTRIBUTION UTILITY EASEMENTS (INCLUDING CABLE TV).
3. THOSE SPECIFICALLY DESCRIBED RIGHTS OF THIRD PARTIES NOT SHOWN BY THE PUBLIC RECORDS OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE AND WHICH WERE ACCEPTED BY GRANTEE IN ACCORDANCE WITH § 8.3 (OFF-RECORD TITLE) AND § 9 (NEW ILC OR NEW SURVEY) OF THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED.
4. INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT.
5. ANY SPECIAL ASSESSMENT IF THE IMPROVEMENTS WERE NOT INSTALLED AS OF THE DATE OF GRANTEE'S SIGNATURE TO THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED, WHETHER ASSESSED PRIOR TO OR AFTER CLOSING.
6. TERMS, CONDITIONS AND PROVISIONS OF ORDER OF EXCLUSION RECORDED JULY 30, 2018 AT RECEPTION NO. 909897.



Special Use Permit to Operate a Retail Marijuana Establishment

2550 Highway 82 A-112
Glenwood Springs, CO 81601

Parcel Number: 218522317004

Prepared by: Shawna Patrick (Owner)

1) Introduction

The Owners, Shawna & Garrett Patrick, are submitting this application on behalf of their company, Good People LLC dba STASH, to request a Special Use Permit to operate a retail marijuana dispensary at the proposed location at 2550 Highway 82 A-112; a 1,200 Square Foot retail space which is zoned as Commercial use (formerly C-3).

Currently, 82 Liquors occupies this space as well as the adjacent space A-116. However, the Owners are under contract to purchase space A-112, and upon closing, 82 Liquors will vacate and move all inventory and business operations to space A-116.

2) Business Overview

Good People LLC was formed in 2011 by Shawna & Garrett Patrick, who have resided in the Roaring Fork Valley for the past 16 and 22 years, respectively.

Upon forming Good People LLC, Shawna & Garrett purchased K.I.N.D. Wellness Center, a medical marijuana dispensary in the Aspen Airport Business Center and changed the dba name to STASH. At the same time, they built and licensed their medical marijuana cultivation facility on their family's property in Snowmass, Colorado.

In 2014, recreational cannabis was legalized in Colorado and the Owners converted both licenses to this type. They initially thought they would see a lot of twenty-year-old's, but they actually saw way more older patients and sick patients coming into the store because they didn't want to be in the state MMJ registry for privacy reasons. This is when Shawna resigned from her nursing job and took charge of the employee and customer education—to ensure safe and effective use of the products. And, the Owners can proudly say that they have never had a patient or customer come back in having had a bad experience with any of the cannabis products sold to them at their dispensary.

In January 2015, the Owners relocated STASH to downtown Aspen next to the City Market grocery store. They focused on being the "locals' dispensary" by providing locals with great discounts such as \$15-\$20 Eighths and 20-30% off all other cannabis products, while still providing significant, at-cost discounts for customers with serious medical issues.

In June 2018, the Owners sold the location of their dispensary, along with their state & local license for a generous profit to Euflora, a chain store from Denver, without a non-competition agreement. However, they kept their cultivation facility in Snowmass and have been selling their cannabis wholesale.

The Owners business model was (and always has been) patient-focused and not profit focused. And they have always maintained their policy of helping cancer patients (and other sick patients) by providing them with all of the marijuana products at cost.

The Owners have always had a strong customer following with both locals and tourists alike, mainly because of the following:

- i) The high-quality, organic cannabis they grow locally in small batches in Snowmass.
- ii) Exceptional customer service.
- iii) Their local's discount program and affordable prices for tourists.
- iv) The thorough education they provide to every customer, regardless if they make a purchase or not. Because, part of the Owner's mission, has always been to educate as many people as possible about the safe use of cannabis to dispel misconceptions and false information.

Since opening in 2011, the Owners have been searching for a place to relocate their dispensary in Glenwood Springs but zoning always thwarted their efforts, until they found the perfect location at 2550 Highway 82, A-112.

The Owners want to be a "mom-and-pop shop" and have a place to sell their locally grown, organic cannabis at fair prices to locals and tourists alike. They are not interested in becoming a chain store. Their focus is quality, not quantity. And the main reason for this is because the owners plan to live in Roaring Fork Valley for the rest of their lives.

3) Owner Overview

Shawna Patrick has two bachelor's degrees in Exercise Physiology and Nursing, and two master's degrees in Exercise Science and Cardiac Rehabilitation, and she has worked as a Registered Nurse for the past 19 years. In July 2003, she relocated to Aspen from Harrisburg, Pennsylvania, and started working at Aspen Valley Hospital as a Critical Care Nurse. She then moved into a House Supervisor position, and after 2 years, she was promoted to the Staff Development Coordinator position, for which she was in charge of the orientation, education and certification of all hospital staff (approximately 400 employees) for 8 years, until she had to resign to help her husband, Garrett, manage STASH, taking over 49% ownership in the business. She then became a certified Cannabis Nurse and a member of the American Cannabis Nurses Association, for whom she was the editor of their nurse-focused newsletter for two years and sat on their Board of Directors for a year.

Although Garrett Patrick grew up in Chattanooga, Tennessee, he started skiing with his parents at Snowmass Mountain at the young age of 2 ½ years and continued to visit in winters multiple times a year until he graduated from high school. And he has been a business owner since he was trading baseball cards way back in middle-school. After high-school, he moved to Fort Collins and achieved a bachelor's degree in Business Administration from Colorado State University. During college, he taught skiing seasonally at Snowmass. Then after graduating, he moved to Aspen permanently. Initially he owned and operated an advertising company for 3 years. Then he worked as a Ski Instructor at Snowmass Mountain for 12 years, before becoming a professional online poker player in 2005. He was very successful in his poker career, but in 2010 online poker was banned. So,

he took his legally-earned profits and started STASH dispensary and cultivation facility, for which he now owns 51% ownership. And the rest is history.

4) Industry Overview

The Owners believe they have a strong advantage in Glenwood Springs because they have operated locally for eight years and have had a strong local following since opening way back in 2011, regardless if their dispensary was located at the AABC or downtown Aspen.

Their customers always return happy, which is another one of their focuses—exceptional customer service. After all, their dispensary is what they like to call an “Adult Disneyland.” And they always treat every customer as if he or she was a good friend coming to visit.

In Glenwood Springs, the Owners are not looking to sell overly priced items to turn the highest profit. They want to operate like a true mom-and-pop shop. They plan to sell all of the cannabis products at typical retail price, which is only a 50% mark-up. Thus, a \$10 edible, would only be priced at \$20, regardless if the customer is a local or tourist. They plan on offering bulk flower to their customers at prices way below the black market, including \$15-\$20 Eighths (3.5 grams) and \$100 Ounces (28 grams). And they plan on having a customer rewards program, where every customer (both locals and tourists) can earn cash back on their purchases. They have also been known for their “Penny Joint” sale, which they offer 3-4 times a year, where every customer can purchase a joint for only one cent. This was always extremely popular and one of the ways the Owners have given back to the local community.

Another way the Owners have given back to the community is by teaching two in-services about cannabis medicine for the seniors at the Aspen Senior Center. These classes were wildly popular. In fact, the director of the program said these classes had the highest attendance they have ever seen at any other in-service. At least 10 seniors now use the cannabis salves to help alleviate their joint pain, which are a great option because they do not get you high. And many seniors told the Owners that the salve worked better than anything their doctor had ever given them. That’s why they started giving residents of the senior center 40% off these topical products, in order to make them affordable.

5) Project Description

- a) Services: The Owners plan to operate a recreational marijuana dispensary at the location, with a focus on superior customer service and individualized customer education to ensure customers use marijuana and marijuana products in a safe and effective manner. All marijuana sold at the dispensary will be grown locally at the Owners licensed recreational marijuana cultivation facility in Snowmass, Colorado.

- b) Home Delivery: No home delivery services will be offered as this is against State and City laws.
- c) Storage: Less than 25% of the licensed premises will be used to store marijuana. No excessive marijuana will be store on-site. Marijuana will be stored at the Owners licensed recreational marijuana cultivation facility in Snowmass and transferred to the dispensary as needed.
- d) Security: Security measures will be implemented in accordance with the rules set forth in the CRMC. High definition cameras will be installed at the required locations inside and outside of the premises per the CRMC. A commercial grade door lock will be used to secure the facility. An alarm system with window sensors will also be installed.
- e) Hours of Operation: Store hours are anticipated to be Monday through Sunday, 10:00 am to 7:00 pm

6) General Special Use Permit Criteria for Review

The building is in excellent condition, having been built in 2008, and the space has been well-maintained by the present owners, with ample parking for customers. Both the building and the space already meet the Development Standards set forth in Article 070.040 of the Municipal Code.

Upon occupancy, the space will only need to be furnished with display cases, point of sales stations, storage racks, inventory and security equipment, in order to convert it into a recreational marijuana dispensary. No physical modifications will need to be made to the building, the space, the entrance, nor the parking lot.

The Owners also attest that the following conditions have been met:

- a) There is safe pedestrian access to and across the site (as well as handicap parking and access).
- b) There is safe and adequate vehicular circulation, parking and access for the proposed use. As a 1,200 sq ft space, we are required to have 2.5 parking spaces. The current parking lot has 2 unit-designated parking spaces, and 6 community shared parking spaces. (See attached pictures.) There is also easy access pulling into and out of the premises from Highway 82.
- c) The proposed use is compatible with the character of the neighborhood.
 - i) No changes will be made to exterior and all sign regulations will be followed, so the character of the neighborhood will not be impacted.
- d) The proposed project mitigates any potential negative impact to surrounding properties.

- i) No modifications will be made to the building. The exterior will remain the same as it presently is, only a business sign will be added, which will comply with Section 050.080.080(3) of the Municipal Code. The existing lighting (exterior and interior) of the premises will remain the same as it presently is. The current landscaping of the premises will also remain the same as it presently is.

7) Special Use Permit Criteria: Medical & Retail Marijuana Establishments

- a) Retail and Medical marijuana establishments, excluding cultivation, are permitted as a special review use in the M1-mixed use corridor, CO-commercial and I/2-River Industrial zones subject to the following restrictions:
 - i) The proposed use shall comply with section 070.040.040.a.1. All special use permits. In determining compatibility with neighboring land uses, special considerations shall be given to the proximity of residences, parks, and public or institutional facilities or land uses.
 - ii) The proposed use is compatible with the neighboring land uses. 82 Liquors has operated at this location since 2014 and a marijuana dispensary operates in a similar manner. In fact, when Coloradans legalized marijuana in 2014, they legalized it under the premise that marijuana should be treated like alcohol.
- b) Location: No medical marijuana business or retail marijuana establishment shall be located:
 - i) Within five-hundred (500) feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade. This distance shall be computed by a straight line measurement from the nearest property line of the school property to the nearest property line of the site housing the medical marijuana business or retail marijuana establishment; or
 - ii) Within nine-hundred (900) feet of another medical marijuana business, retail marijuana establishment, or marijuana cultivation facility. This distance shall be computed by a straight line measurement between property lines of the sites housing the two (2) facilities.
 - iii) In any zoning district not specifically permitted by the City Code.
 - (1) The property meets the zoning and distance restrictions mentioned above, as set for in the Glenwood Springs Municipal Code Section 050.090.070, with respect to both school facilities and other recreational or medical marijuana businesses. It is zoned as Commercial use (formerly C-3). Formerly, the Rosin Company obtained a special use permit that overlapped in the zone of the proposed location. However, the Owners spoke to the Rosin Company business owner, who said he never started operating at that location and has since moved away from Glenwood Springs. The Owners have also spoken to Mark, the building owner, who stated that this business does not have a lease at the location, and he would sign off to terminate the special use permit at this location earlier than the September 2019 expiration date. (See attached Maps for details.)

c) Requirements Related to Operation of a Retail Marijuana Establishment:

- i) Retail marijuana establishments shall meet all operational criteria for the procurement, display, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the CRMC and City Code Article 050.090.

- (1) The Owners attest that all City and State rules and regulations will be followed regarding procurement, display, dispensing, labeling, sanitation and security at all times.

- ii) All retail marijuana establishments shall comply with the following local restrictions:

- (a) Hours of operation shall be limited to between 8:00 a.m. and 7:00 p.m. Monday through Sunday.

- (i) The business hours for this location are anticipated to be 10:00 a.m. to 7:00 p.m. Monday through Sunday.

- (b) A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana establishment will meet standards established in the CRMC and in the City Code.

- (i) The Owners attest that they will comply the all Sign Codes and standards set forth in the City Code and CRMC.

- (c) Storage of retail marijuana shall be considered an accessory use. No more than 25% of the licensed premises of a retail marijuana business shall be used for such purposes.

- (i) The Owners attest that not more than 25% of the premises will be used for retail marijuana storage. All marijuana sold at the store will be coming from the Owners recreational marijuana grow in Snowmass, Colorado, so no excess marijuana will need to be stored at the dispensary. Marijuana will be stored at the grow and transferred to the dispensary on an 'as needed' basis.

- (d) No discernible odor shall be projected beyond the exterior walls of the licensed premises.

- (i) The Owners attest that 2-3 Can-Fan Carbon Filter Fans (which scrub and clean the air) will be strategically placed inside the premises to clean and mitigate any odors originating from the smell of marijuana. In the Owners former dispensary, STASH, this same measure was implemented with success.

8) **Business License Application:** The Owners completed the business license application with the Finance Department. Account # 012632, Activation Code 7L9RPA.

9) **Change of Use Application:** The completed form is attached.

10) **Site Plan:** The site plan is attached.

11) **Floor Plan:** The floor plan is attached.

12) **Signs:** Only a business sign will be added to the building, which will comply with Section 050.080.080(3) of the Municipal Code.

13) **Licenses:** Upon approval of the Special Use permit, the Owners will apply for the required City and State licenses.



Supporting Documentation

Special Use Permit to Operate a Retail Marijuana Establishment

2550 Highway 82 A-112
Glenwood Springs, CO 81601

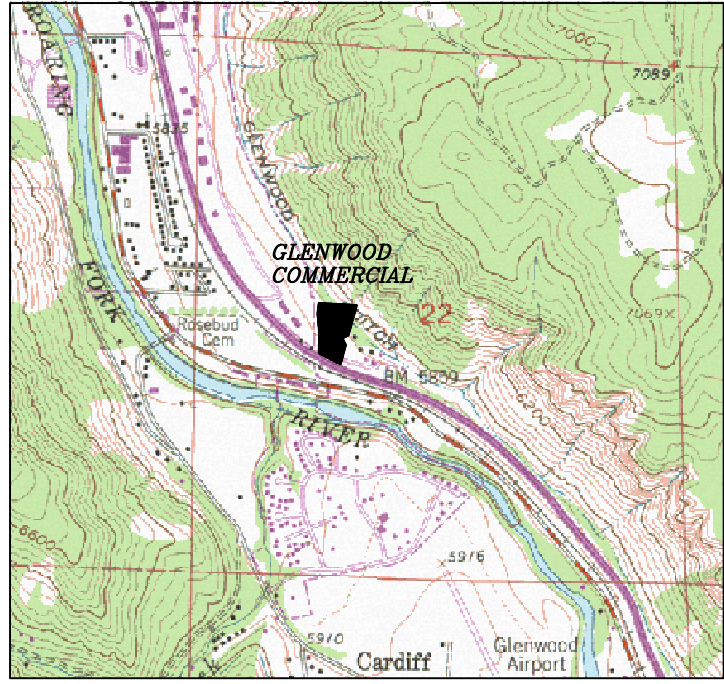
Parcel Number: 218522317004

Prepared by: Shawna Patrick (Owner)

Affidavit

I, Mark L. Weller, hereby agree that I do not intend to operate a retail marijuana establishment at 3441 South Grand Avenue, Unit C-2, Parcel Number 2185-223-00-005, in Glenwood Springs, Colorado. Additionally, I relinquish my ability to do so moving forward without receiving further approval from the city.

Print your Full Legal Name clearly below:		
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
<u>WELLER</u>	<u>Mark</u>	<u>Lo</u>
Signature (In front of Notary) <u>Mark L. Weller</u>		
State of <u>Colorado</u> , County of <u>Garfield</u> Subscribed and sworn to (or affirmed) before me this <u>8</u> day of <u>May</u> , 20 <u>19</u> , in <u>Glenwood Springs</u> (City) <u>Colorado</u> (State) by <u>Mark L. Weller</u> (Applicant's Printed Name)		Notary Seal
Signature of Notary Public <u>Mary Martin</u>		MARY MARTIN NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20114017609 MY COMMISSION EXPIRES MAR 24, 2023
Printed Name of Notary Public <u>Mary Martin</u>		
My Commission Expires <u>03/24/2023</u>		



VICINITY MAP
1" = 2000'

CITY OF GLENWOOD SPRINGS

THE FINAL PLAT/ CONDO PLAT SHOWN ON THIS MAP WAS APPROVED BY ORDINANCE NUMBER _____ OF THE SERIES OF 20 _____, ON THE _____ DAY OF _____, 2015
WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF GLENWOOD SPRINGS.

MAYOR

ATTEST: _____
CITY CLERK

COUNTY SURVEYOR'S CERTIFICATE

Approved for content and form only and not the accuracy of surveys, calculations or drafting. Pursuant to C.R.S. 1973, 38-51-101 and 102 (revised).

Garfield County Surveyor

Date

PLAT NOTES:

1. THIS PLAT AND THE MATTERS SHOWN HEREON ARE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE CONDOMINIUM DECLARATION FOR GLENWOOD COMMERCIAL CENTER CONDOMINIUMS RECORDED AS RECEPTION NO. _____ (THE DECLARATION").
2. ALL GCE AND LCE AREAS EXTERNAL TO UNIT BOUNDARIES OF ALL UNITS LOCATED IN BUILDINGS A THROUGH D, INCLUSIVE, EXCEPT THOSE IMPROVEMENTS APPURTENANT THERETO LABELED AS R/W, CW, AND CCW, AND SPECIFICALLY INCLUDING ALL AREAS WITHIN OUTSIDE STORAGE UNITS EQUIPMENT EASEMENTS NO. 1, SHALL BE DRAINAGE AND UTILITY EASEMENTS DEDICATED AS PROVIDED HERE IN AND IN THE DECLARATION.
3. THE TERMS AND CONDITIONS OF USE AND MAINTENANCE OF A UTILITY EASEMENT ARE PROVIDED FOR IN THE DECLARATION.
4. THE TERMS AND CONDITIONS OF USE AND MAINTENANCE OF AN ACCESS AND SUPPORT EASEMENT ARE PROVIDED FOR IN THE DECLARATION.
5. THE TERMS AND CONDITIONS OF USE OF OF AN EMERGENCY ACCESS EASEMENT ARE PROVIDED FOR IN THE DECLARATION.
6. THE TERMS AND CONDITIONS OF USE AND MAINTENANCE OF A DRIVEWAY ACCESS EASEMENT ARE PROVIDED FOR IN THE DECLARATION.
7. THE TERMS AND CONDITIONS OF USE AND MAINTENANCE OF STORMWATER FACILITIES ARE PROVIDED FOR IN THE DECLARATION.
8. THE REMAINING PARKING SPACES NOT LABELED TO BE PURCHASED (TBP) AND LIMITED COMMON ELEMENTS (LCE) ARE TO BE DESIGNATED AS GENERAL COMMON ELEMENTS (GCE).

SURVEYOR'S CERTIFICATE

I, David C. Nicholson, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of the as laid out, platted into lots and replatted into units, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, units, easements and streets of said subdivision and resubdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

IN WITNESS WHEREOF, I have set my hand and seal this _____ day of _____, A.D., 2015.

Registered Land Surveyor

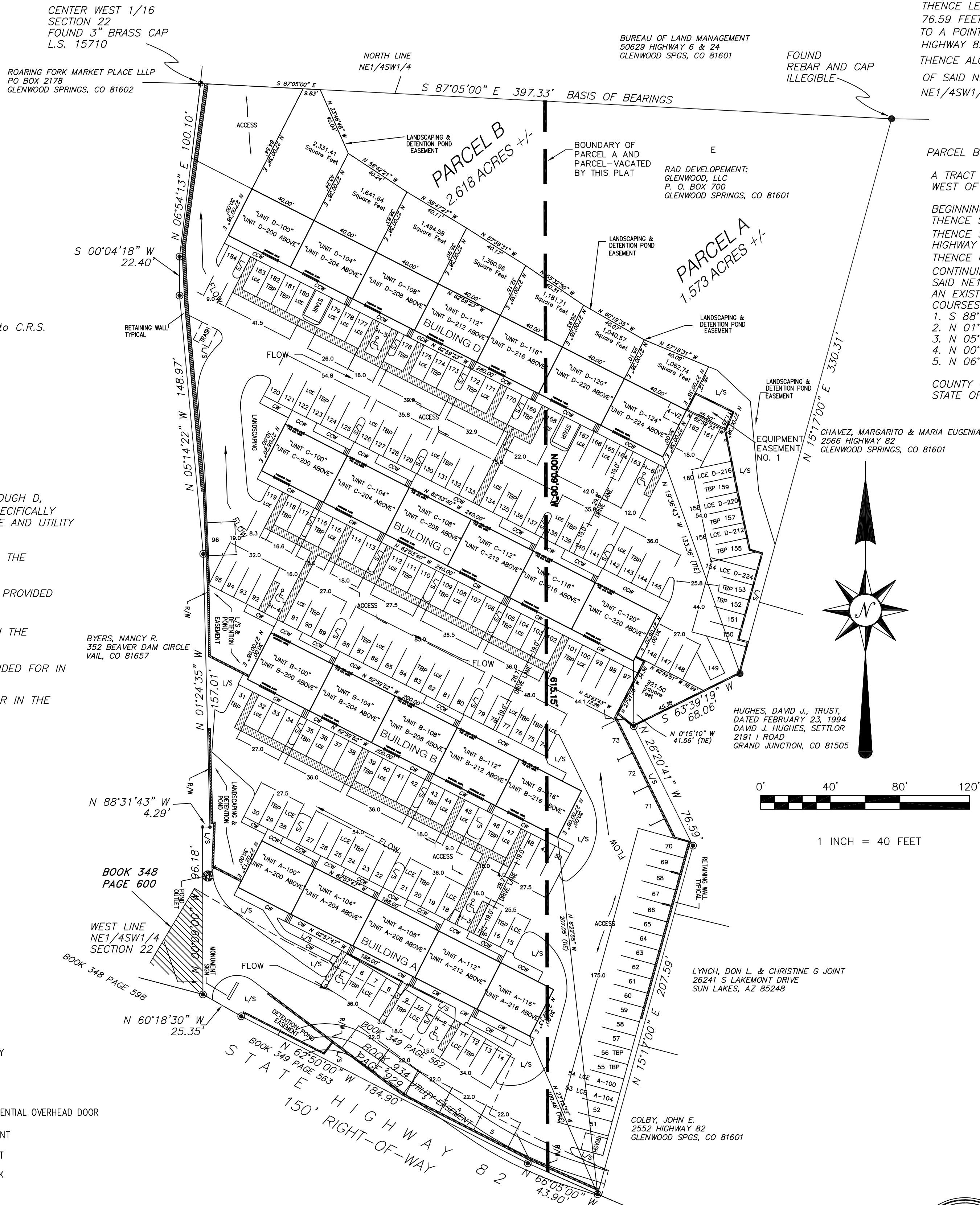
- UNIT EXTERIOR BOUNDARY
- UNIT BOUNDARY
- HANDICAP ACCESS
- OVERHEAD DOOR OR POTENTIAL OVERHEAD DOOR
- GCE = GENERAL COMMON ELEMENT
- LCE = LIMITED COMMON ELEMENT
- CCW = COVERED CONCRETE WALK
- CW = CONCRETE WALK
- R/W = RETAINING WALL

Notice: according to colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may an action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

FINAL PLAT AND CONDO MAPS
GLENWOOD COMMERCIAL CENTER SUBDIVISION
GLENWOOD SPRINGS, COLORADO

A PARCEL OF LAND IN THE NE1/4SW1/4 SECTION 22,
T6S, R89W OF THE 6TH P.M., STATE OF COLORADO

THE PURPOSE OF THIS SUBDIVISION PLAT IS TO DELINEATE THE
CONDOMINIUM UNITS WITHIN THE SUBDIVISION



LEGAL DESCRIPTION

PARCEL A

A TRACT OF LAND SITUATED IN THE NE1/4SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NE1/4SW1/4; WHENCE THE NORTHWEST CORNER OF SAID NE1/4SW1/4; BEARS 87 DEGREES 05' W 397.33 FEET SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE AMENDED HUGHES SUBDIVISION RECORDED AS REC. #419357 IN THE RECORDS OF THE GARFIELD COUNTY CLERKS OFFICE, THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION, S 15 DEGREES 17' 00" W 330.31 FEET TO A POINT ON THE WESTERLY LINE OF SAID SUBDIVISION, PARCEL B; THENCE LEAVING SAID WESTERLY LINE S 63 DEGREES 39' 19" W 68.06 FEET; THENCE S 26 DEGREES 20' 41" E 76.59 FEET TO A POINT SAID WESTERLY LINE, THENCE S 15 DEGREES 17' 00" W 207.59 FEET TO A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY 82; THENCE N 66 DEGREES 05' 00" W 31.36 FEET ALONG THE NORTH LINE OF SAID RIGHT OF WAY THENCE ALONG SAID WEST LINE N 00 DEGREES 09'00" W 615.15 FEET, MORE OR LESS TO THE NORTH LINE OF SAID NE1/4SW1/4; THENCE S 87 DEGREES 05'00" E 199.33 FEET ALONG THE NORTH LINE OF SAID NE1/4SW1/4; TO THE POINT OF BEGINNING.

PARCEL B

A TRACT OF LAND SITUATED IN THE NE1/4SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4SW1/4; THENCE S 87 DEGREES 05' 00" E 198.00 FEET; THENCE S 00 DEGREES 09'00" E 615.15 FEET, MORE OR LESS TO THE NORTH LINE OF COLORADO STATE HIGHWAY 82 RIGHT OF WAY; THENCE N 66 DEGREES 05' 00" W 12.54 FEET ALONG SAID RIGHT OF WAY; THENCE CONTINUING ALONG SAID RIGHT OF WAY N 62 DEGREES 50' 00" W 184.90 FEET; CONTINUING ALONG SAID RIGHT OF WAY N 60 DEGREES 18' 30" W 25.35 FEET TO THE WEST LINE OF SAID NE1/4SW1/4; THENCE ALONG SAID WEST LINE N 00 DEGREES 09'00" W 96.18 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING FIVE (5) COURSES:
1. S 88' 31' 43" E A DISTANCE OF 4.29 FEET;
2. N 01' 24' 35" W A DISTANCE OF 157.01 FEET;
3. N 05' 14' 22" W A DISTANCE OF 148.97 FEET;
4. N 00' 04' 18" E A DISTANCE OF 22.40 FEET;
5. N 06' 54' 13" E A DISTANCE OF 100. 10 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

has by these presents laid out, platted, subdivided and re-subdivided the same into units shown heron and designate the following Units of Glenwood Commercial Center Subdivision:

Unit A-100	Unit B-100	Unit C-100	Unit D-100
Unit A-104	Unit B-104	Unit C-104	Unit D-104
Unit A-108	Unit B-108	Unit C-108	Unit D-108
Unit A-112	Unit B-112	Unit C-112	Unit D-112
Unit A-116	Unit B-116	Unit C-116	Unit D-116
Unit A-120	Unit B-120	Unit C-120	Unit D-120
Unit A-124	Unit B-124	Unit C-124	Unit D-124
Unit A-208	Unit B-208	Unit C-204	Unit D-200
Unit A-212	Unit B-212	Unit C-208	Unit D-204
Unit A-216	Unit B-216	Unit C-212	Unit D-208
		Unit C-216	Unit D-212
		Unit C-220	Unit D-216
			Unit D-220
			Unit D-224

That said owner does hereby dedicate to the Public Utilities those portions of said real property which are labeled as utility easements on the accompanying plat as perpetual easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, water and sewer lines, and firehydrant, telephone lines; together with the right to trim interfering trees and brush; with perpetual right of ingress and egress for installation and maintenance of such lines. Such easements and rights shall be utilized in a reasonable and prudent manner.
That all expense for street paving or improvements shall be furnished by the seller or purchaser, not by the County of Garfield.

All easements other than those dedicated to the Public Utilities are hereby dedicated to the Glenwood Commercial Center Unit Owners Association in accordance with the Declaration for Glenwood Commercial Center Subdivision recorded as Reception No. _____ of the records of Garfield County, Colorado.

David Foreza, Manager
RAD Development-Glenwood, LLC

IN WITNESS whereof, I have set my hand this _____ day of _____, A.D. 2010.

State of Colorado)
County of Garfield) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 201____, by Robbie Steardson as Manager of RAD Development- Commercial , LLC.

Witness my hand and official seal.

Notary Public

My commission expires _____

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the Office of the Clerk and Recorder of Garfield County at ____ o'clock __m., on the _____ day of _____, A.D. 201____, and is duly recorded in Book _____, Page _____, Reception No. _____.

Clerk and Recorder

Deputy



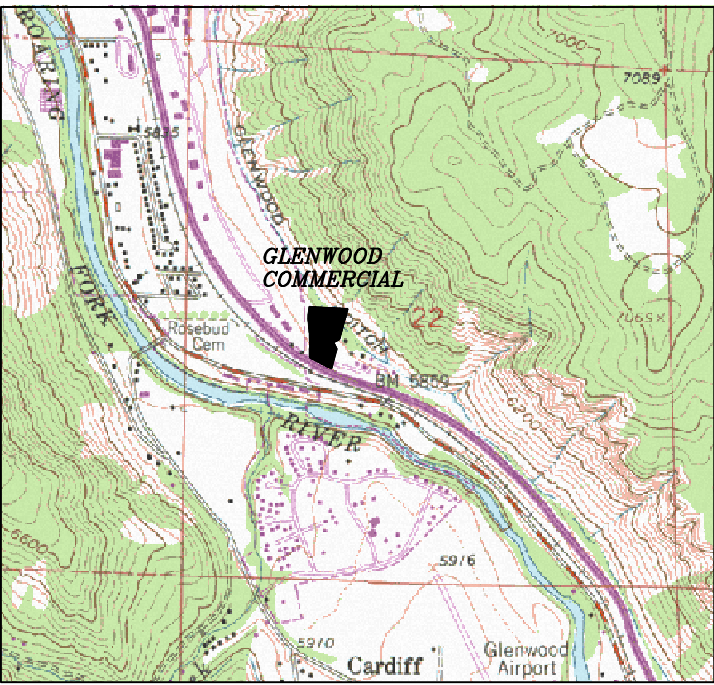
DIVIDE CREEK SURVEYORS INC.
DAVID C. NICHOLSON
Professional Land Surveyor
L.S. 34585
0029 Colorado River Road
New Castle, Colorado
(970) 876-5632 (970)355-9306

FINAL PLAT AND CONDO MAPS
GLENWOOD COMMERCIAL CENTER SUBDIVISION
GARFIELD COUNTY, COLORADO

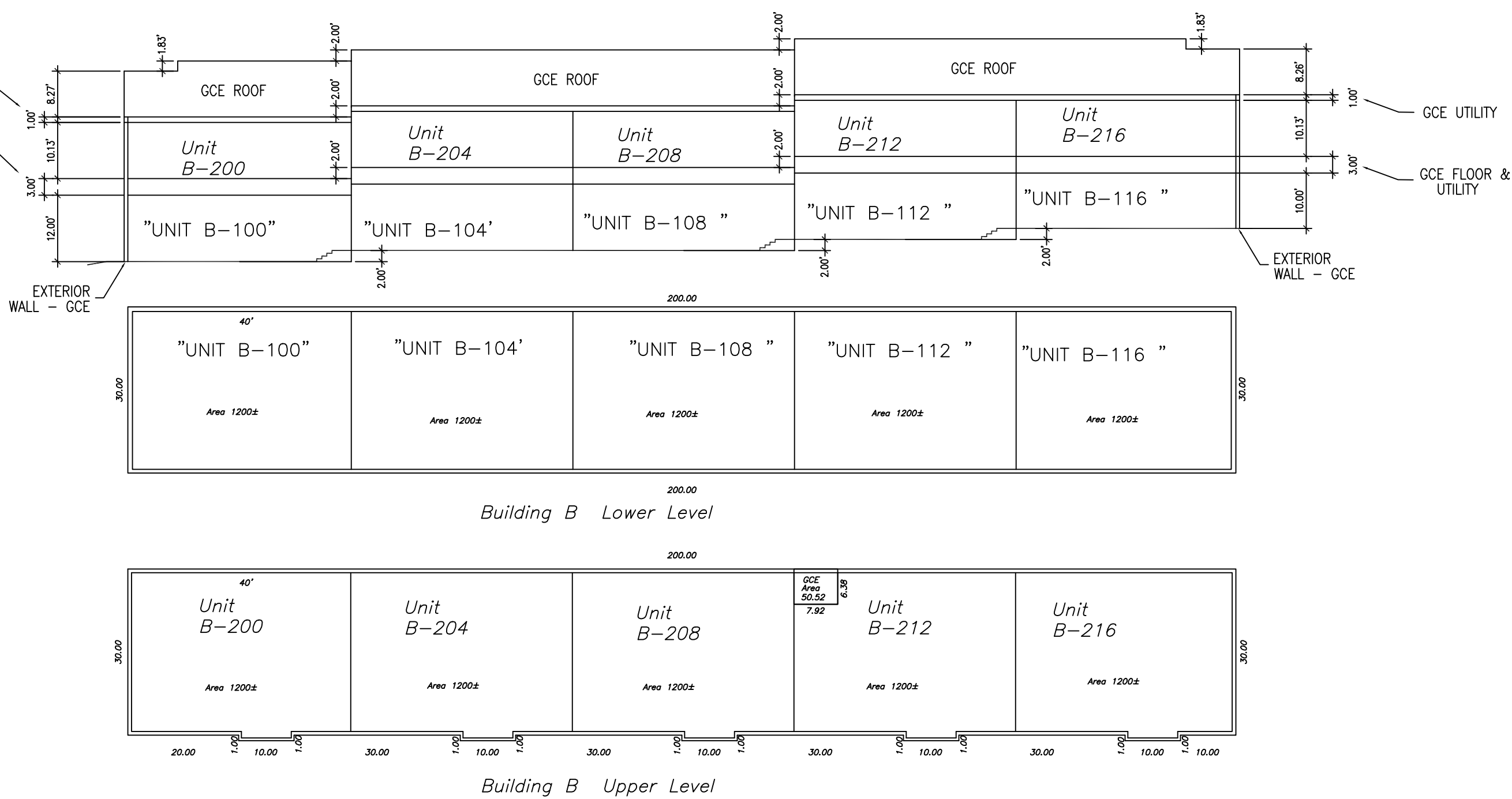
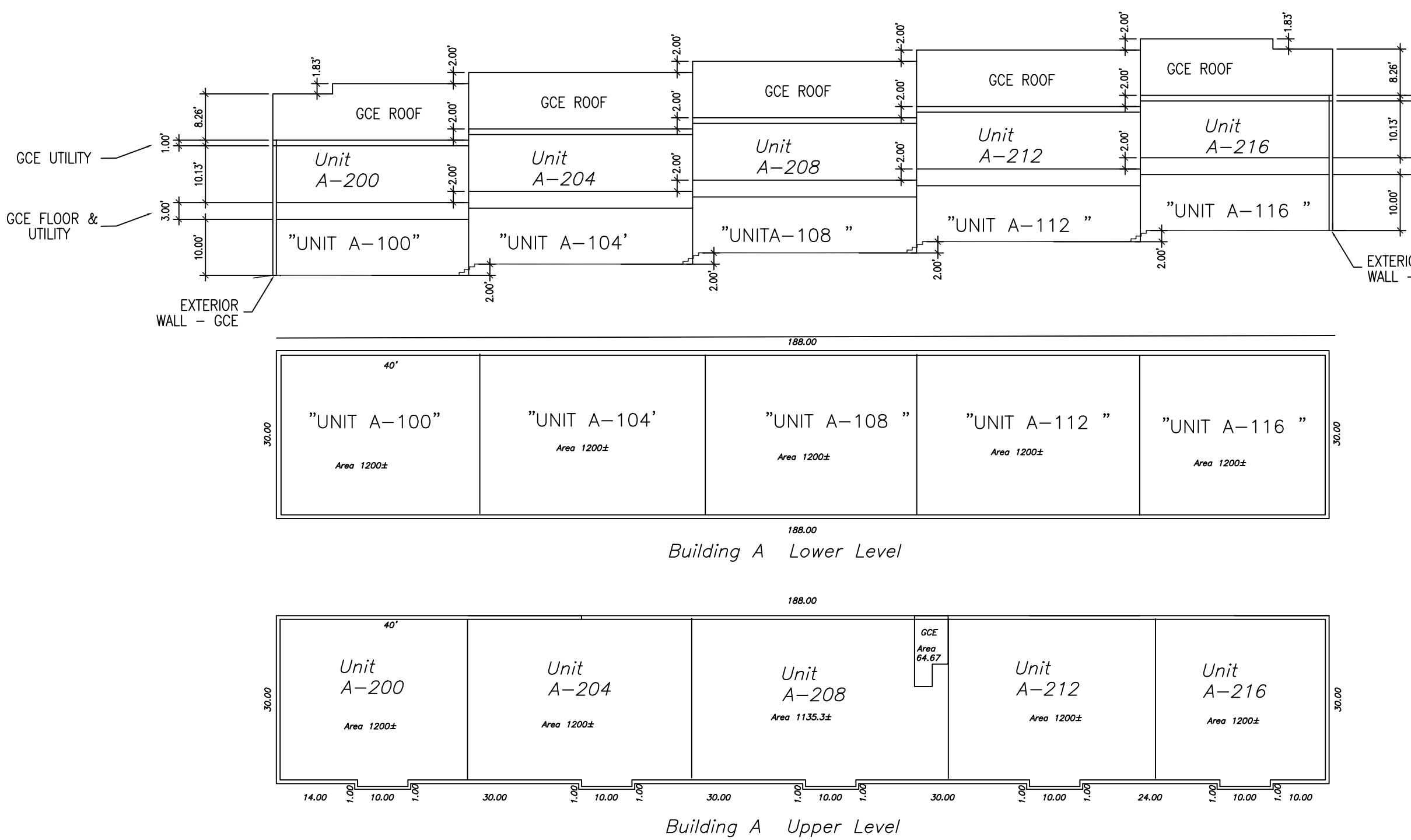
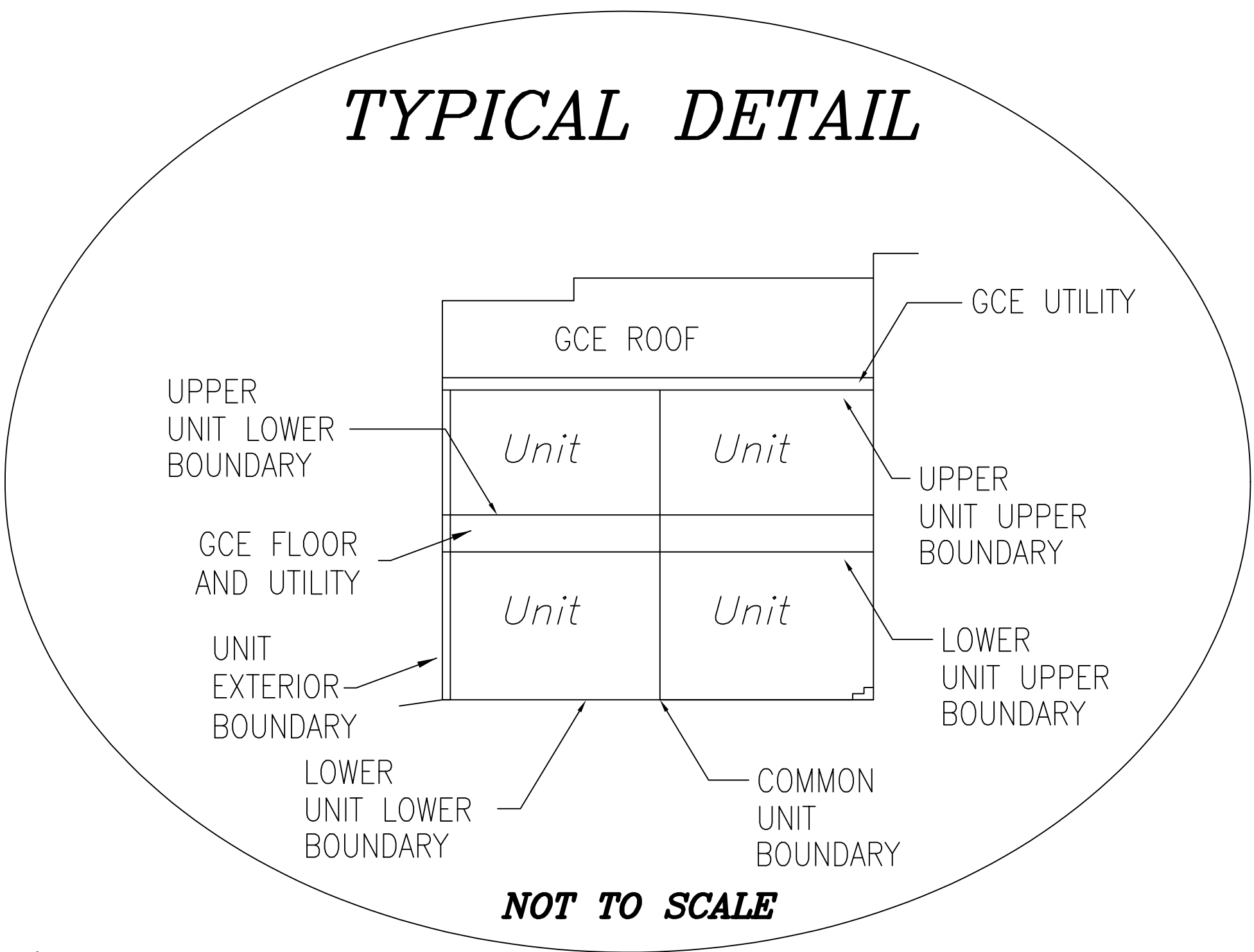
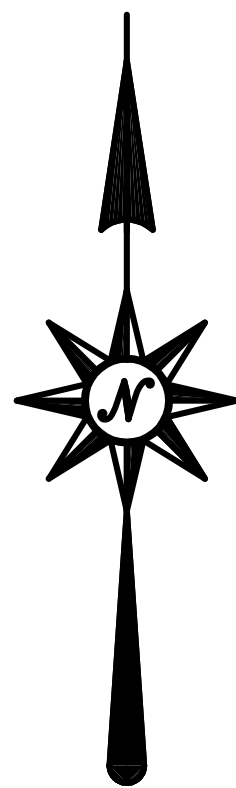
DATE: 04/14/14 PROJECT: 08797 SHEET 1 OF 3

MAP AND PLAT OF
GLENWOOD COMMERCIAL CENTER SUBDIVISION
GLENWOOD SPRINGS, COLORADO

A PARCEL OF LAND IN THE NE1/4SW1/4 SECTION 22,
T6S, R89W OF THE 6TH P.M., STATE OF COLORADO
THE PURPOSE OF THIS SUBDIVISION PLAT IS TO DELINEATE THE
CONDOMINIUM UNITS WITHIN THE SUBDIVISION

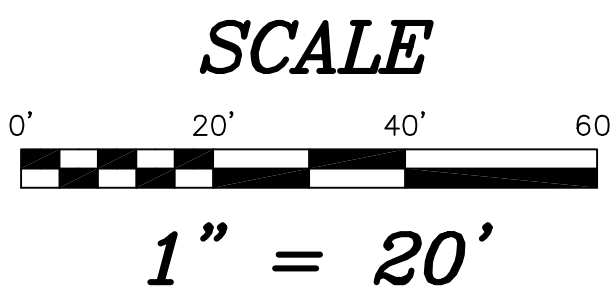


VICINITY MAP
1" = 2000'



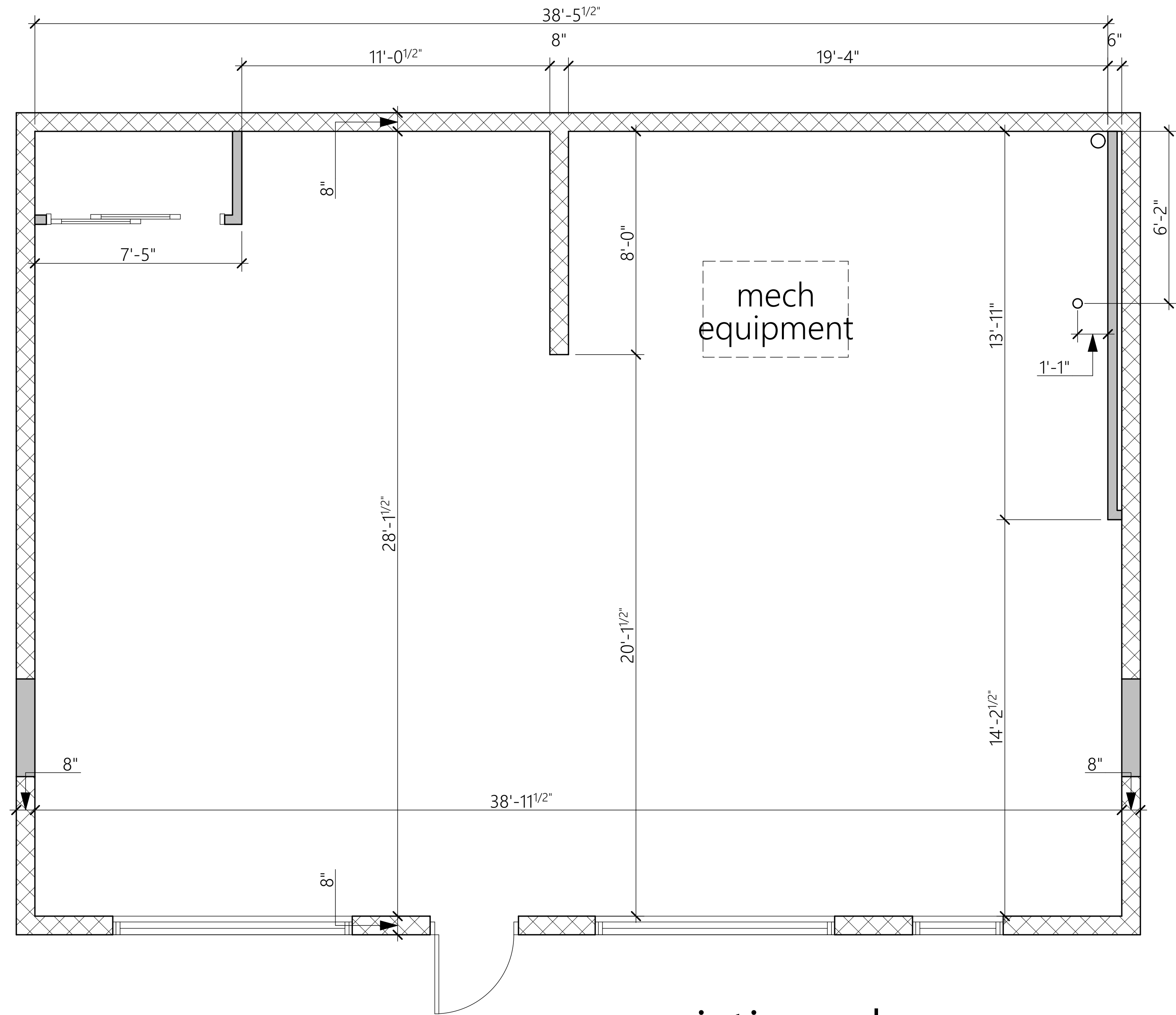
PLAT NOTES:

1. THE INTERIOR SURFACE OF THE COMMON WALL BETWEEN UNITS ON THE FIRST LEVEL IS LOCATED 4" FROM THE CENTERLINE OF THE COMMON WALL, AS DEPICTED HEREON.
2. THE INTERIOR SURFACE OF THE COMMON WALL BETWEEN UNITS ON THE SECOND LEVEL IS LOCATED 2.5" FROM THE CENTERLINE OF THE COMMON WALL, AS DEPICTED HEREON.
3. ALL EXTERIOR WALLS DEPICTED HEREON ARE 8" IN WIDTH.
4. ALL UNITS ARE 40' BY 30' +/- EXCEPT AS SHOWN HERE ON.



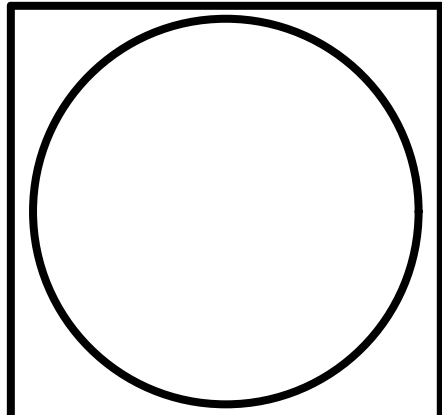
DIVIDE CREEK SURVEYORS INC.
DAVID C. NICHOLSON
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MAP AND PLAT		
GLENWOOD COMMERCIAL CENTER SUBDIVISION		
GARFIELD COUNTY, COLORADO		
DATE: 2/22/2010	PROJECT: 08797	SHEET 2 OF 3



existing plan

Scale: 3/8" = 1'-0"

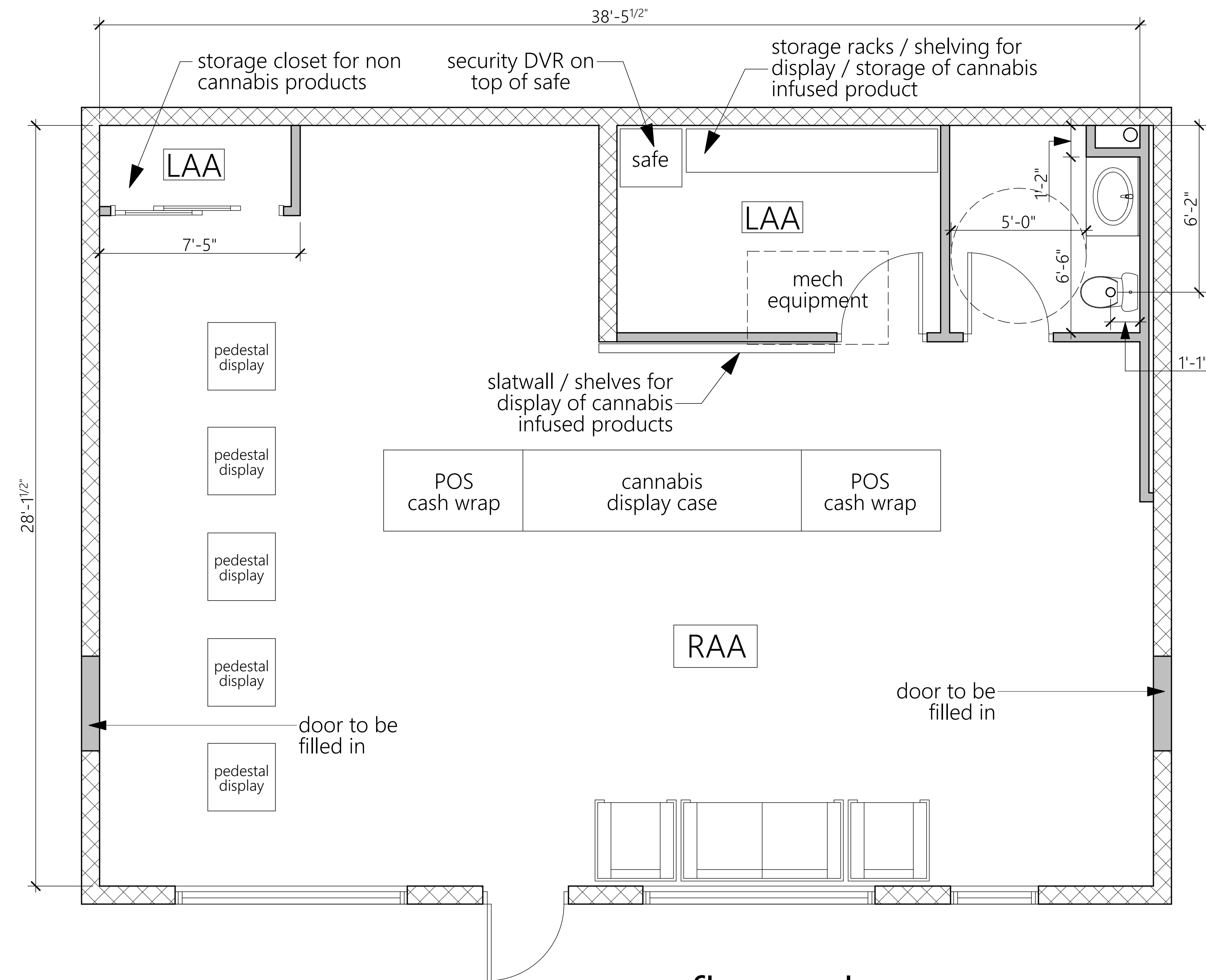


STASH Cannabis Company

2550 Hwy. 82 Unit A-112
Glenwood Springs, CO. 81601

DRAWING ISSUE
Progress Plans 05-13-19

Project designed and drawn
to adhere to the 2015 IRC.

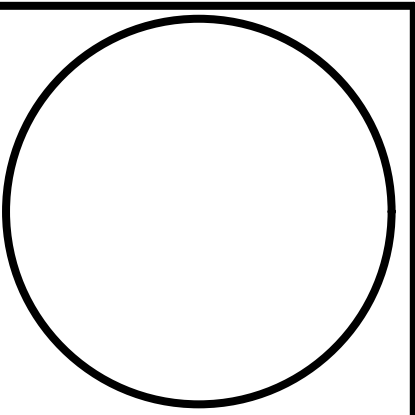


floor plan

Scale: 3/8" = 1'-0"



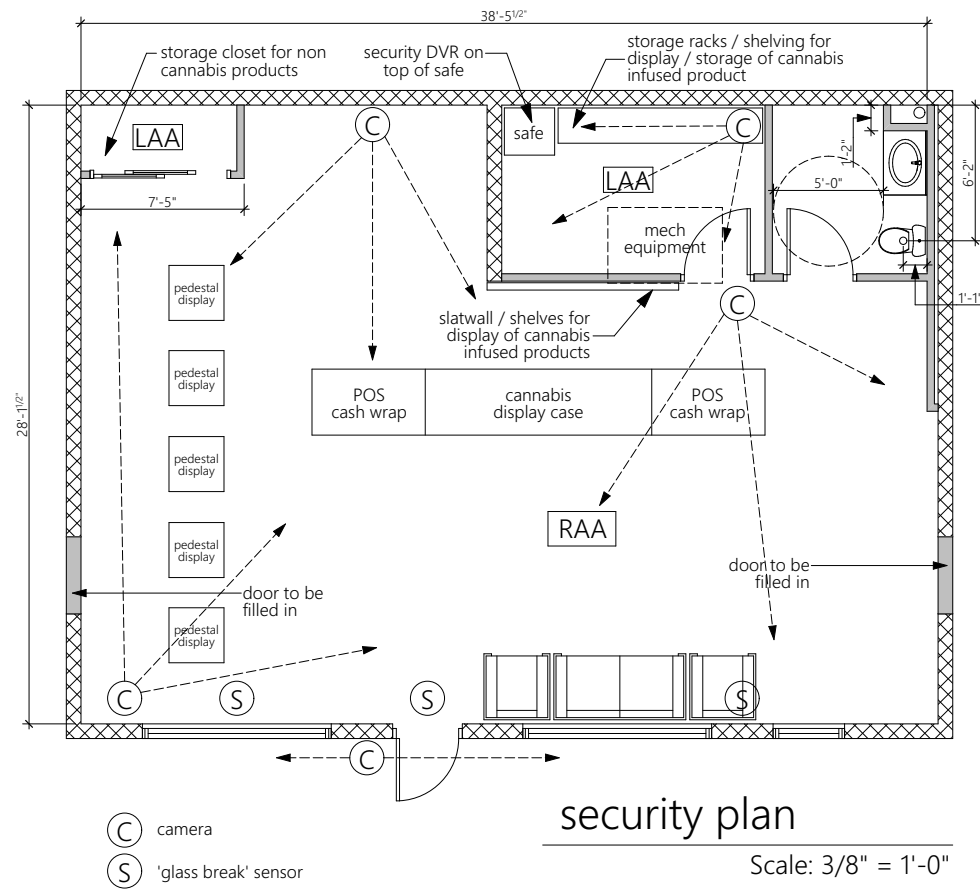
970.399.4432
www.hinge-architects.com
812 grand avenue, suite 201
glenwood springs, co. 81601

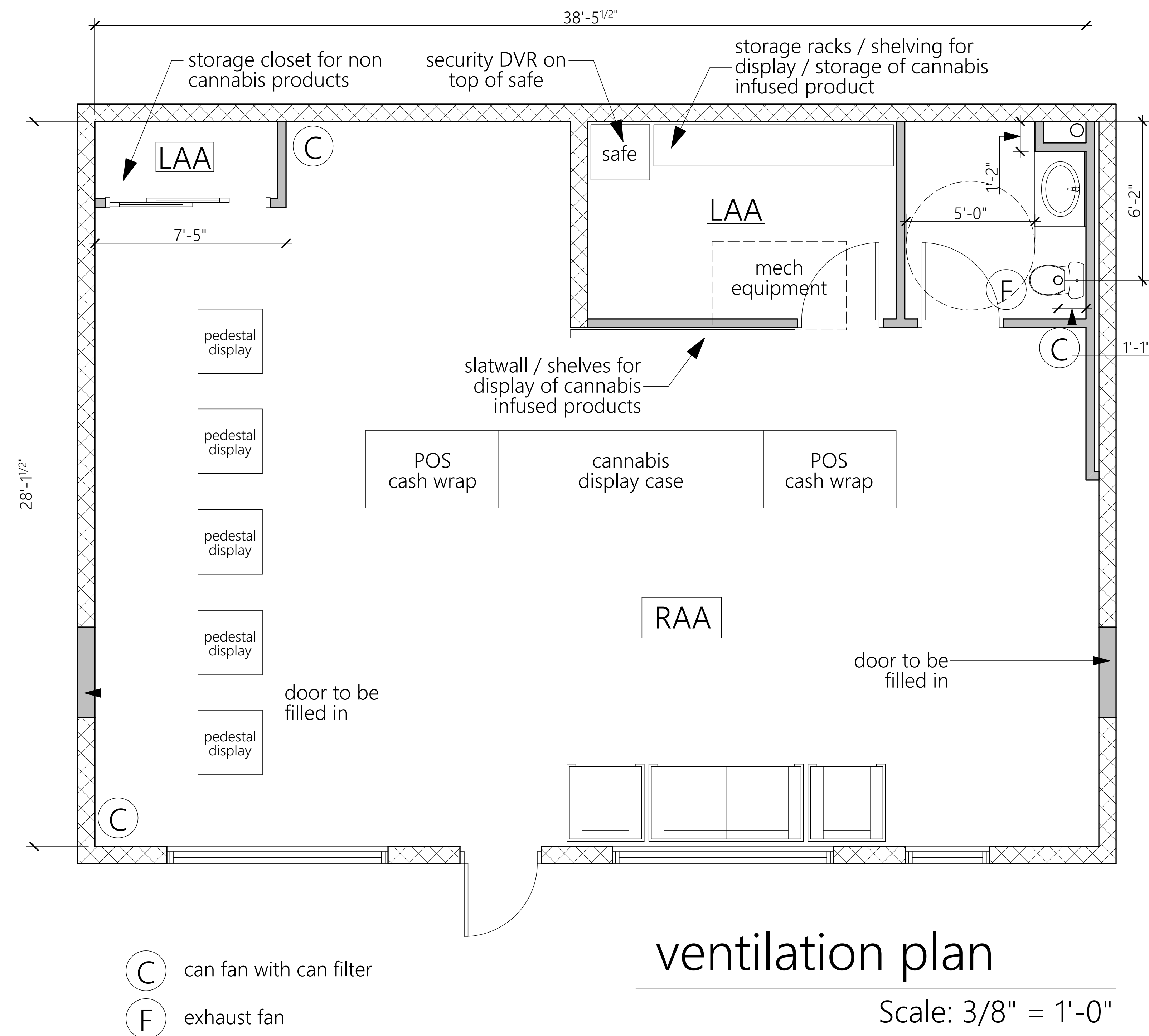


STASH Cannabis Company
2550 Hwy. 82 Unit A-112
Glenwood Springs, CO. 81601

DRAWING	ISSUE
Progress Plans 05-14-19	

Project designed and drawn to adhere to the 2015 IRC.





Parking Spaces (Limited Common Element - LCE)

UNIT	LCE	TB Purchd.
A-100	54	55
A-104	53	56
A-108	7	6
A-112	10	9
A-116	11	12
A-216	15	16
A-212	18	17
A-208	21	20
A-204	25	24
A-200	28	29
B-100	32	31
B-104	36	35
B-108	40	39
B-112	44/45	43
B-116	47	46
B-216	74	75
B-212	77	76
B-208	82	83
B-204	86	87
B-200	91	90
C-100	119	118
C-104	115	116
C-108	112	111
C-112	108	109
C-116	104	105
C-120	100	101
C-220	142	143
C-216	138	139
C-212	134	135
C-208	130	131
C-204	126	127
C-200	122	123
D-100	183	182
D-104	180	181
D-108	177	176
D-112	175	174
D-116	171	172
D-120	168	169

LCE for 1A-1E	COMMON
H-1	H-3
1	19
2	22
3	23
4	26
5	27
8	30
13	33
14	34
	37
	38
	41
	42
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	85

Parking Spaces (Limited Common Element - LCE)

D-124	165	164
D-224	154	153
D-220	158	157
D-216	160	159
D-212	156	155
D-208	167	150
D-204	178	151
D-200	179	152

88
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H-4
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162
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H-6
166

Parking Spaces (Limited Common Element - LCE)

170
173
H-5
184



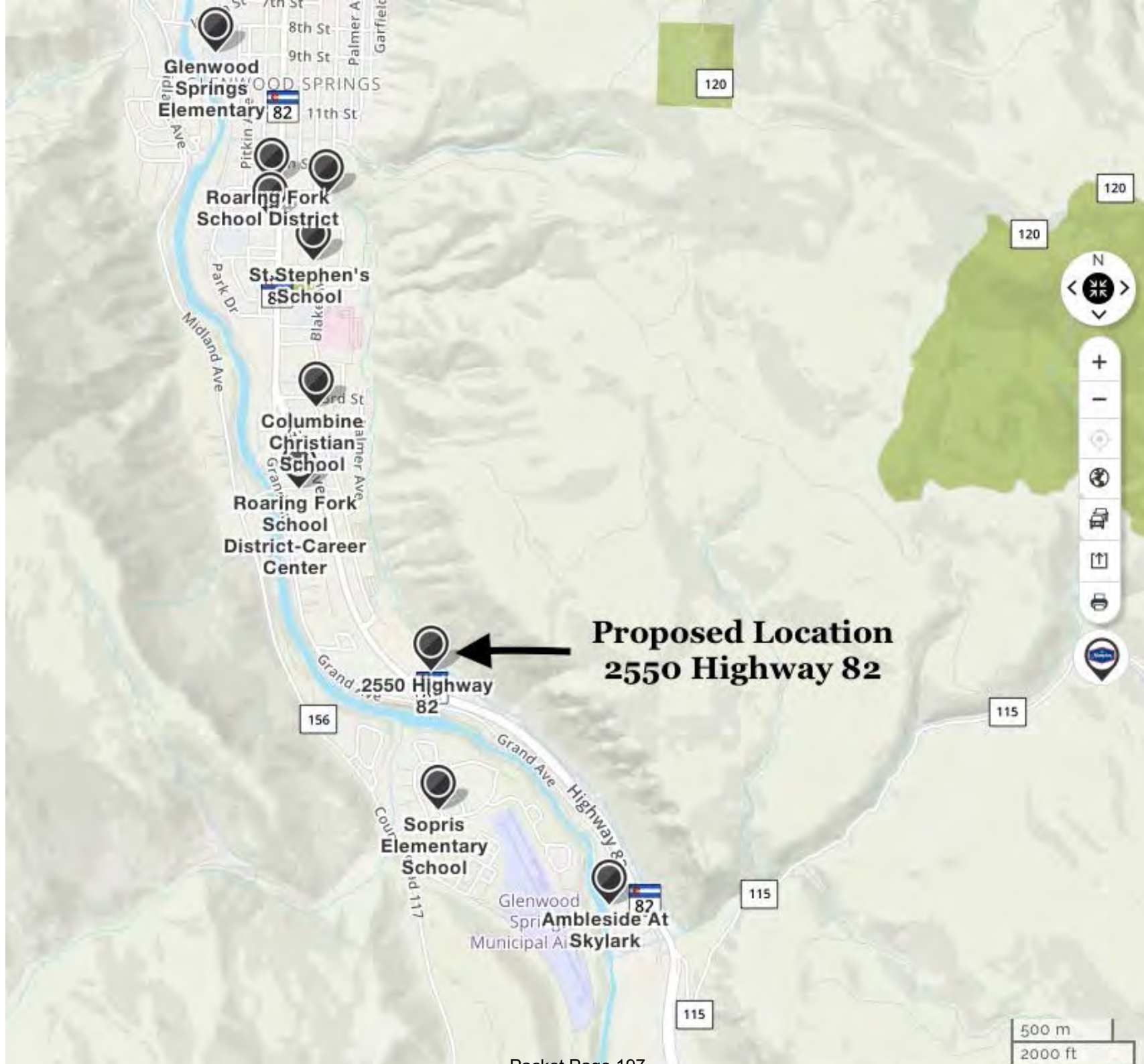
Imagery ©2019 DigitalGlobe, USDA Farm Service Agency, Map data ©2019 Google 100 ft



Green Dragon

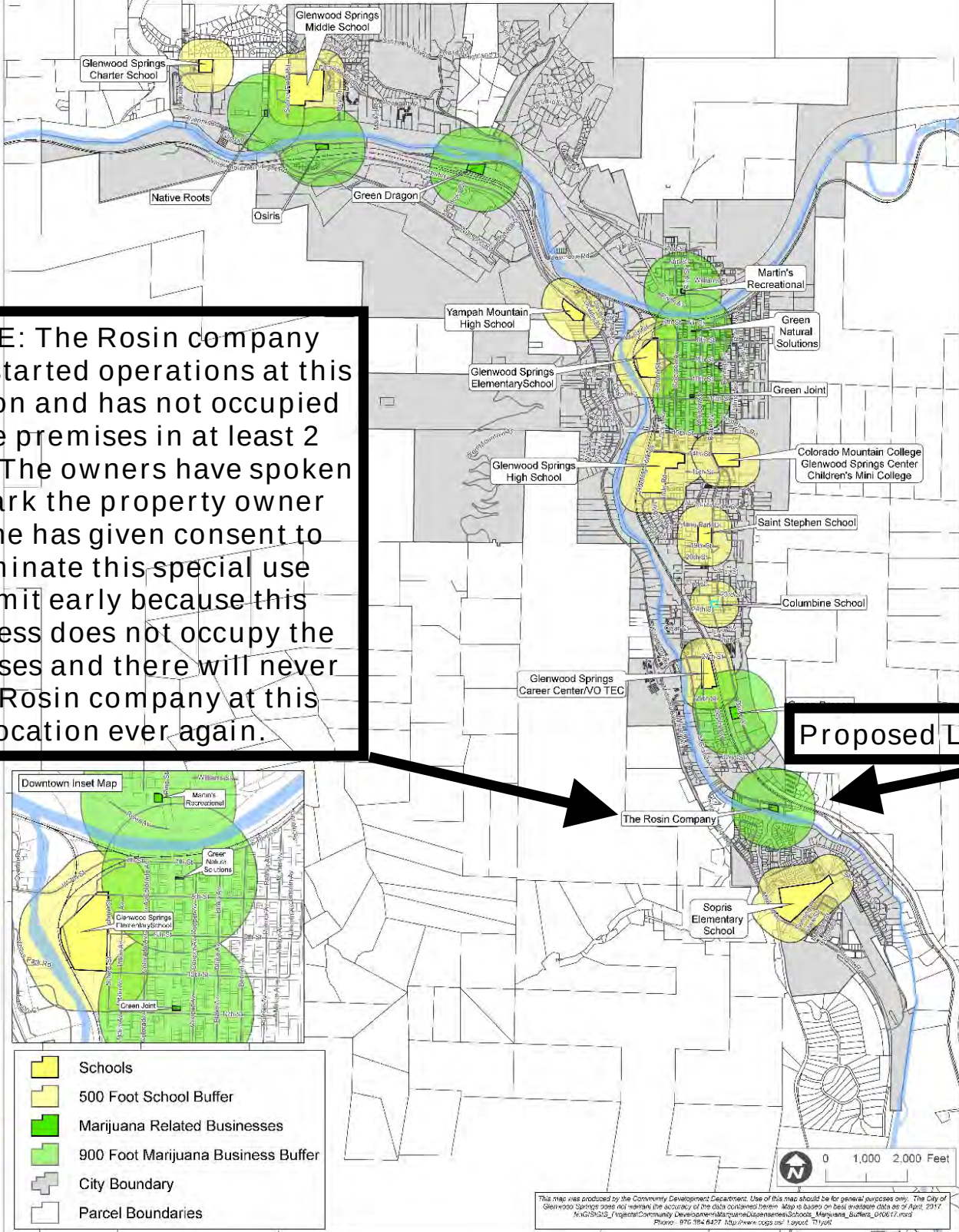


**Proposed Location
2550 Highway 82
(Formerly 82 Liquors)**





School and Marijuana Business Locations
and Required Buffers
Per Ordinance No. 17-15
Effective September 5, 2015

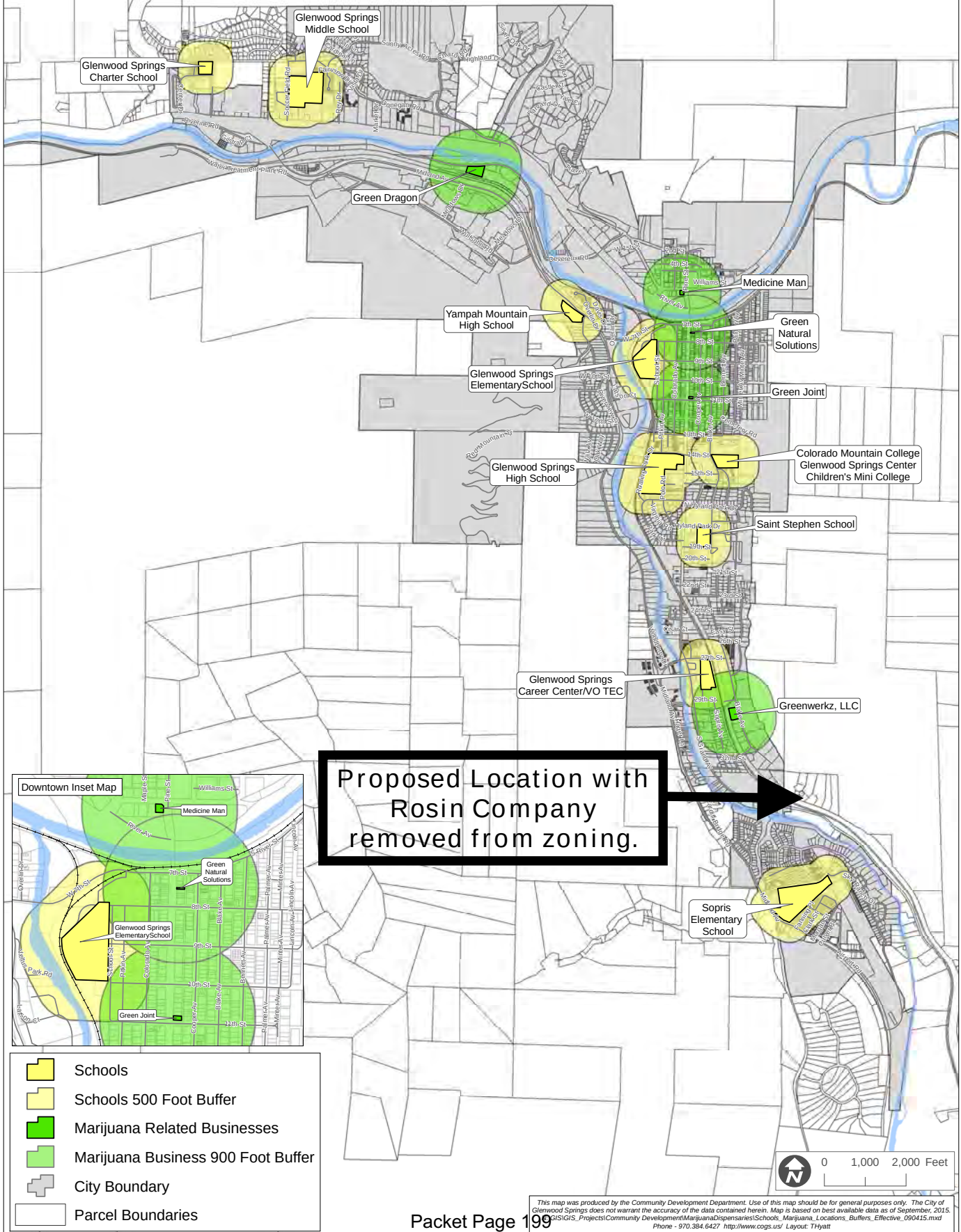


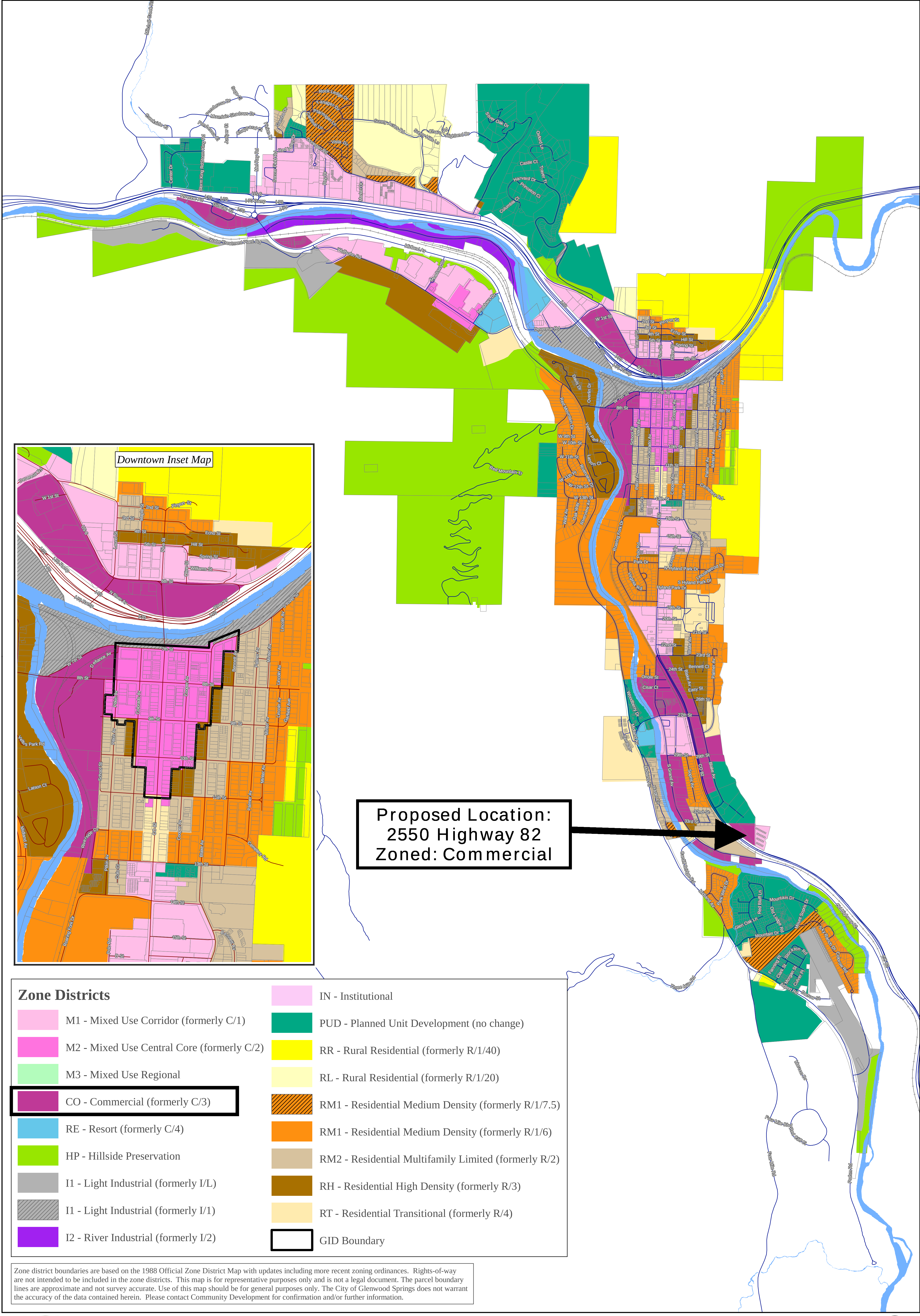
NOTE: The Rosin company never started operations at this location and has not occupied these premises in at least 2 years . The owners have spoken to Mark the property owner and he has given consent to terminate this special use permit early because this business does not occupy the premises and there will never be a Rosin company at this location ever again.

Proposed Location

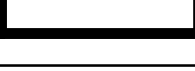


School and Marijuana Business Locations and Required Buffers Per Ordinance No. 17-15 Effective September 5, 2015





Proposed Location:
2550 Highway 82
Zoned: Commercial

Zone Districts	
	M1 - Mixed Use Corridor (formerly C/1)
	M2 - Mixed Use Central Core (formerly C/2)
	M3 - Mixed Use Regional
	CO - Commercial (formerly C/3)
	RE - Resort (formerly C/4)
	HP - Hillside Preservation
	I1 - Light Industrial (formerly I/L)
	I1 - Light Industrial (formerly I/1)
	I2 - River Industrial (formerly I/2)
	IN - Institutional
	PUD - Planned Unit Development (no change)
	RR - Rural Residential (formerly R/1/40)
	RL - Rural Residential (formerly R/1/20)
	RM1 - Residential Medium Density (formerly R/1/7.5)
	RM1 - Residential Medium Density (formerly R/1/6)
	RM2 - Residential Multifamily Limited (formerly R/2)
	RH - Residential High Density (formerly R/3)
	RT - Residential Transitional (formerly R/4)
	GID Boundary

Zone district boundaries are based on the 1988 Official Zone District Map with updates including more recent zoning ordinances. Rights-of-way are not intended to be included in the zone districts. This map is for representative purposes only and is not a legal document. The parcel boundary lines are approximate and not survey accurate. Use of this map should be for general purposes only. The City of Glenwood Springs does not warrant the accuracy of the data contained herein. Please contact Community Development for confirmation and/or further information.

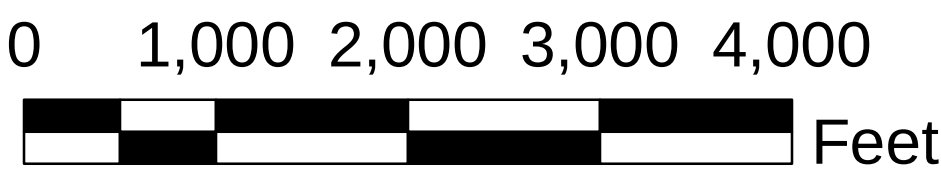


City of Glenwood Springs

Transitional Zone Map

Effective
January 27, 2019

Packet Page 200



This map was produced by the Community Development Department. Use of this map should be for general purposes only. The City of Glenwood Springs does not warrant the accuracy of the data contained herein. Map is based on best available data as of February, 2019 .
V:\Comm Dev\GIS\Zoning\ZoningMap_012719.mxd
Phone - 970.384.6427 <http://www.cogs.us/> Layout: THyatt









MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
July 23, 2019
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

1. Roll Call

Present at roll call were Commissioners: Ingrid Wussow, George Shaver, Kathryn Grosscup, Sumner Schachter, Tim Malloy, Marco Dehm, Amber Wissing

Absent:

Also present were: Trent Hyatt, Senior Planner
Hannah Klausman, AICP, Senior Planner
Jenn Ooton, Asst. City Manager, Director
Anna S. Itenberg, City Attorney's Office
Kathleen Michel, Admin. Assistant

2. Receipt of minutes from the [June 25, 2019](#) regular meeting.

3. Comments from citizens appearing for items not on the agenda. No one appeared.

New Items

4. 16-19 – Consideration of a Special Use Permit to allow for a retail marijuana establishment.

Applicant: Good People LLC dba Stash
Owner: Don Garrett and Shawna Renee Patrick
Location: 2550 Highway CO Highway 82, Unit A112
Zone: M1 Mixed Use Corridor District

Trent Hyatt presented the staff report.

- Current proposal to rehab a space into a retail marijuana outlet

- Retail marijuana is allowed per zone excluding cultivation
- This is half of the former liquor store space
- City and State licenses required per criteria
- Special use permit granted by P&Z and City Council required
- Asked permit holder on South Grand to relinquish his undeveloped SUP
- No comments were received from reviewing agencies or public

Options are approve, approve with conditions, denial or continue for more information.

Questions to Staff:

Commissioner Malloy

- Asked about the other special use permit holder on South Grand
- Concerned about left hand turn entering and exiting the property
- Significant about of uses in the Glenwood Commercial Center
- Comp Plan says retail that would compete with downtown retail is discouraged

Trent Hyatt

- Confirmed current permit holder would have prevented this store
- Discussed concerns about left turn but nothing planned to be done. CDOT did not want anything to be controlled
- Distance from downtown could preclude it from being considered competition

Commissioner Schachter asked what would happen if a school decided to go within 900 feet of this new marijuana shop and Mr. Hyatt explained the retail marijuana shop would be a legal non-conforming use.

Commissioner Shaver believes there may be need for a code revision on the different distinction of schools

Commissioner Grosscup wonders why Glenwood is so unique in marijuana buffers from schools

Shauna and Garrett Patrick spoke on behalf of their application.

- Began as a medical dispensary to help people
- Converted later to a retail shop as a business decision
- Employee and customer education
- Currently grow in Old Snowmass
- Had an offer on their business in downtown Aspen
- They are a mom and pop operation
- Focus on the quality of the product to differentiate themselves

Questions to Applicant

Commissioner Malloy wondered if there were any adverse effects that may negatively impact the community from this establishment and if anything, explaining those impacts were submitted with the application.

Shauna and Garrett explained edibles with depending on what chemicals have been used to extract, can cause stomach problems with the user and they did not include things explaining

impacts in the application.

Commissioner Dehm clarified they are not doing medical any more and the applicants confirmed that.

Commissioner Grosscup asked why only retail allows them to service and help more people when other applicants explained the opposite

Applicant explained switching to retail has allowed more freedom to give discounts and help people

Commissioner Wussow asked what they purchased in the building and the applicant responded with, only one of the two previously occupied spots

Open to public 9:30 p.m.

Michael Blair opposed to selling marijuana in our community. That location is very difficult for anyone making a turn there. There should be an effort to improve the access point at this location.

Barbara Ford, 502 Hyland Park Dr. owns a retail shop in Glenwood Commercial Center and fully supports this application. She is also concerned about the Commission's focus is only on downtown.

Chris Lynch 602 Cowdin Drive owns property at 2554 Hwy 82 in Garfield County. Turns into Glenwood Commercial Center are very dangerous. Parking has been added along the guard rail which should not be there. Concerned about homeless buying and using the product which could start fires. Too many pot shops are already in town and Glenwood does not need anymore.

9:43 closed public comments.

MOTION: Commissioner Schachter moved to approve with findings on page 8 and conditions on page 9. Commissioner Grosscup seconded.

Discussion:

Commissioner Schachter

- Question of how many are too many shops
- Access is not applicant's responsibility
- Council makes the determination on that point
- Access to the property is not our jurisdiction, must deal with CDOT

Commissioner Malloy

- Location is remote from the rest of town
- Concerned about safety at this location

Commissioner Wussow

- Meet criteria of Code
- Annexation has been approved by the City and uses to be there
- Use by right

Commissioner Grosscup

- Concerned about how many shops are too many
- Not concerned on this specific application

Commissioner Dehm

- Was here for annexation and the result was deemed okay, regarding the access

Motion carried unanimously.

DRAFT



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Broadband Implementation Strategy

Action Requested: Staff is looking for what level of importance Council puts on expanding the Broadband Departments service area to City wide. If Council has a desire to make Broadband available to all residents and business possible within the City, staff will bring forward funding options during budget discussions at the next Council meeting.

Department: Information Technology

Presented By: Michael Gardner, Broadband Superintendent

Background Info: The Broadband Department hired a consulting firm, UpTown Services, in 2017 to perform a feasibility study to determine the viability of deploying fiber to homes and businesses across the entire City. This study determined that a long term financially sustainable city wide deployment was possible. The results of this study combined with direction provided by city council in 2018 lead to approving UpTown to create construction ready fiber design plans/materials that would allow the City of bid out and begin building this network as funds came available. Additionally, the Broadband Department recently contracted UpTown Services to assist in developing a deployment strategy that would allow the City wide network to be built incrementally over the course of 5 years, along with updated proforma financial models that accounted for this phased deployment.

This meeting will serve to provide an overview of the deployment strategy with the updated proforma models that have been created by UpTown Services. Staff has also been working on developing viable options to fund this project.

Issues:

Staff Recommendation: The Broadband Department staff believe that moving forward and beginning construction on the full scaled deployment is the prudent decision. This belief is due to multiple factors that include the following.

As it stands today, the Broadband Department is currently limited in customer reach, due to the location of our core fiber. Due to the way the core fiber was installed and has been maintained/built upon, the process to perform a new customer turn-up is very resource intensive. This greatly reduces our ability to serve any single customer, given the costs involved to install a drop within the electric system infrastructure. This original design was never intended to support the GPON FTTP technology that we are using today. Additionally, this core fiber network was installed in 2002 with a ~20 year life span. To continue existing operations in Broadband, without moving toward a city-wide deployment, will require significant expense to audit, map, document, and replace all of the core network fiber that currently exists.

With a City-wide network design, the Broadband department will not only be able to reach all of the citizens of Glenwood Springs, we will be able to operate in a way that is commensurate with the best-practices in the industry.

Unlike many projects that are brought to City Council, this Broadband Deployment plan encompasses the entirety of the Broadband Department. Every position within the department along with all operational processes will be adjusted. This plan that UpTown Services has presented to us

will create a sustainable Broadband Utility within the City of Glenwood Springs from the ground up further reinforcing the City's revenue generating capability in the long term.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Broadband Implementation Strategy

Action Requested: Staff is looking for what level of importance Council puts on expanding the Broadband Departments service area to City wide. If Council has a desire to make Broadband available to all residents and business possible within the City, staff will bring forward funding options during budget discussions at the next Council meeting.

Department: Information Technology

Presented By: Michael Gardner, Broadband Superintendent

Background Info: The Broadband Department hired a consulting firm, UpTown Services, in 2017 to perform a feasibility study to determine the viability of deploying fiber to homes and businesses across the entire City. This study determined that a long term financially sustainable city wide deployment was possible. The results of this study combined with direction provided by city council in 2018 lead to approving UpTown to create construction ready fiber design plans/materials that would allow the City to bid out and begin building this network as funds came available. Additionally, the Broadband Department recently contracted UpTown Services to assist in developing a deployment strategy that would allow the City wide network to be built incrementally over the course of 5 years, along with updated proforma financial models that accounted for this phased deployment.

This meeting will serve to provide an overview of the deployment strategy with the updated proforma models that have been created by UpTown Services. Staff has also been working on developing viable options to fund this project.

Issues:

Staff Recommendation: The Broadband Department staff believe that moving forward and beginning construction on the full scaled deployment is the prudent decision. This belief is due to multiple factors that include the following.

As it stands today, the Broadband Department is currently limited in customer reach, due to the location of our core fiber. Due to the way the core fiber was installed and has been maintained/built upon, the process to perform a new customer turn-up is very resource intensive. This greatly reduces our ability to serve any single customer, given the costs involved to install a drop within the electric system infrastructure. This original design was never intended to support the GPON FTTP technology that we are using today. Additionally, this core fiber network was installed in 2002 with a ~20 year life span. To continue existing operations in Broadband, without moving toward a city-wide deployment, will require significant expense to audit, map, document, and replace all of the core network fiber that currently exists.

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Unlike many projects that are brought to City Council, this Broadband Deployment plan encompasses the entirety of the Broadband Department. Every position within the department along with all operational processes will be adjusted. This plan that UpTown Services has presented to us

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Staff Position

Broadband Department





- **The Community Broadband Network (CBN) is dedicated to providing fast and reliable high-speed fiber optic based services not usually available outside of metro areas.**
- **The CBN believes in enriching the lives of our citizens by providing exceptional products and support to our customers.**
- **The CBN drives local innovation and investment by providing services not traditionally available from common internet service providers.**



History

- 2001 – Business Plan for Fiber Optic Network proposed
- 2002 – Wireless Network installed
- 2002 – Core fiber was Installed
- 2003 – First fiber customer was turned-up
- 2005 – Telephone Services were introduced
- 2008 – Feasibility study and plan to introduce Triple Play Services to every home and business
- 2013 – FTTH engineering and deployment of Pilot
- 2015 – Wireless Network decommissioned
- 2017 – Full FTTP deployment feasibility study preformed
- 2018 – Full network construction documents created
- 2019 – Today's direction will make this list

Strengths

- Community partner relationships
- Participation in NWCOG / Project THOR
- Institutional knowledge and experience of operating an ISP
- Relationships with other COGS Utilities
- Locally owned and operated





Weaknesses

- Existing infrastructure's scalability
- Unclear picture of OSP assets
- Limited service area
- Reliance on outside resources for internal operations
- Department size

Opportunities

- Full City Deployment
- Provide more services that would otherwise be unavailable to our City
- Provide more high level jobs for the community
- Increase access to global connectivity driving innovation



Threats

- Existing OSP lifetime
- Documentation
- Employee turnover



Full Scale Deployment

-





Staff Position

The staff position for UpTown's Broadband Deployment proposal is that it is the most prudent option that is currently available

Department History

- 2001 – Business Plan for Fiber Optic Network proposed
- 2002 – Wireless Network installed
- 2002 – Core fiber was Installed
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SWOT of Current Operations

Strengths

- Community partner relationships
- Participation in NWCOG / Project THOR
- Institutional knowledge and experience of operating an ISP
- Relationships with other COGS Utilities
- Locally owned and operated

Weaknesses

- Existing infrastructure's scalability
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Opportunities

- Full City Deployment
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Threats

- Existing OSP lifetime
- Documentation
- Employee turnover

Broadband

City Council 8-15-2019
Broadband Presentation Overview

Conclusion

The staff position for UpTown's proposal is that it is the most prudent option that is currently available. This plan takes a proactive approach to mitigating the threats of our existing operation by building new infrastructure that is designed to reach every residence and business in the City in a way that is financially sustainable long-term. The infrastructure will be built to existing GIS based fiber plans that UpTown has provided us eliminating our documentation problem. It allows the City to re-enforce the relationships it has with its citizens by providing services on next generation infrastructure that isn't available in most of the Country. The City of Glenwood was one of the first municipal fiber-based ISP's to exist in the country. This deployment plan will allow Glenwood to remain at the leading edge of Broadband infrastructure.



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: Confluence RFQ Direction

Action Requested: Direction related to the Confluence RFQ.

Department: Economic and Community Development

Presented By: Jennifer Ooton, Assistant City Manager

Background Info: The purpose of the Request for Qualifications, which was released on February 22, 2019, was to find a qualified, visionary development partner to participate in the City of Glenwood Springs' efforts to develop approximately 12.2 acres of land located at the Confluence of the Colorado and Roaring Fork rivers. In all, the City received seven responses to the RFQ on or before the May 22, 2019, deadline, which were reviewed by a panel comprising representatives from the City's Community Development, Engineering, and Parks and Recreation Departments, and the Downtown Development Authority. Three teams were selected for an interview with City Council on July 8.

Following the interviews, Council directed the City Attorney and staff to have a discussion with the developer teams to provide additional information regarding the proposed approaches to financing the project and to working with the city. Attached with this agenda items are written responses from the development teams.

Please also find a link to the [July 8 Packet](#) hyperlinked with this staff report.

Issues: Interest regarding the Confluence Area project from neighbors and members of the community resulted in at least one request to Council to form an ad hoc steering committee to help guide this project as it moves forward.

On July 9, 2019, the City of Glenwood Springs held a focus group workshop to gather input for a signature riverfront park along the Roaring Fork River. Staff convened neighbors, representatives from city boards and commissions, and other members of the community to participated in the focus group. This technical assistance was funded by the EPA. That on-going technical assistance effort will result in a conceptual drawing of a signature riverfront park along the downtown side of the Roaring Fork River, located within the larger Confluence Area. The focus group meeting also served to gather community input on the park design to help move forward with public infrastructure and actions needed to advance private investment and vertical construction.

If there is a desire to form an ad hoc committee, the already formed focus committee for this technical assistance effort might be a starting place for such as group. The participants for the technical assistance group included: Angie Anderson, Audrey Hazleton, David Hauter, Gary Vick, James Fosnaught, John Stephens, Judy Martin, Stefanie Davis, Steve Smith, Suzanne Stewart, Ralph Tripani, Sheryl Bower, Glenn Hartmann and Richard Todd.

Members of other boards and commissions, specifically the River Commission, and representatives from the community were invited, but we unable to attend.

The City could also advertise for interested members of a steering committee.

Staff Recommendation: Staff defers to Council.

Confluence Development Group

Response to Staff Questions

On behalf of the Confluence Development Group, I am happy to submit the following responses to the questions that were asked from staff from our call on July 23, 2019. If you should need any additional information or have any questions, please feel free to contact me anytime.

Brian Marshack
Confluence Development Group

Telephone: (970) 274-0303
Fax: (970) 923-9222

Email: Bmarshack@Eastpacinvestco.com

Mail: PO Box 8530
Aspen, CO 81612

1. Project Financing

At this point of the Confluence RFQ Master Developer selection process, it is difficult for our team to commit to any one type of funding plan until we are further along in the project planning and financial structuring process. Once there is a deal structure in place, the team anticipates that most of the funding will come from a combination of private equity and personal capital. ABA Hospitality and Oak City Development are well capitalized companies with over 30 years of real estate development and investment experience. The combined team has an extensive track record of delivering successful projects to its investor and partnership groups, which includes over \$10 billion in real estate development and investment transactions. In addition to having strong financial balance sheets, the companies have equity investment relationships at the highest levels with multiple financial institutions. Primarily the two largest investment partners include Pacific Investment Management Company (PIMCO), which manages over \$1.6 trillion in assets, and the Baupost Group out of Boston, Massachusetts, presently the 10th largest private equity hedge fund in the world with over \$32 Billion in assets.

2. What arrangements do you see with the city from a partnership & financial commitment?

The Confluence Development Group sees the City of Glenwood Springs as an integral partner in this effort. We think that the best outcome from this process will be one in which the City and the development team work closely together, with frequent interaction and opportunity for communication and input. It will be important for the community to recognize that both the City and the Developer are jointly pursuing a common goal regarding the Confluence site, specifically one that increases community vitality, activates a long-dormant parcel of city-owned land, and helps create economic development opportunities.

In terms of financial commitments, there are many options. The Confluence Development Group team includes Economic & Planning Systems (EPS), who has worked with a wide range of public entities (cities, counties, urban renewal authorities, etc.) to structure public-private development terms. From this experience, the team understands the range of options available to the public sector to implement real estate development projects. The spectrum is wide, and cities can choose where they would like to be, from reliance on public funding and decisions driven by the public sector, to terms that rely more on the private sector for implementation.

For this project, the team, together with EPS, expects to incorporate several work sessions with the City Council and Staff regarding the available financing options in order to understand the implications in terms of risk and return, and the various ways the City can measure success, such as requirements for civic improvements and investments, fiscal revenue, as well as economic impact. Depending on what rises to the top in terms of priorities, the joint venture terms can be structured to

recognize the City's priorities and role in a partnership. Generally, the development team believes that the best role that the City of Glenwood Springs can play in this process is to be a leader in terms of land use policy and entitlements. The specific partnership terms between the two entities will be negotiated incrementally, through a fiscally responsible and transparent process. We look forward to defining specific elements of the scope of work with you and finding a division of labor and costs that works for all parties involved.

3. Public Outreach and Engagement

Our team believes that any successful development venture is a result of implementing a bottom-up grass roots approach to community outreach and engagement. Several members of our team have resided full-time in the Roaring fork Valley for 25 years and have conducted Master Planning processes and related public outreach for about the same amount of time. Bill Maron ran the Our Town Planning process in Basalt with extensive citizen and stakeholder input and participation culminating in definitive project consensus. Other team members have also engaged in other such processes in Boulder, Denver, Aspen and Snowmass Village. Together with our design and development team, we are all in agreement that the best projects are a result of collaboration through a true public outreach process with the community. By providing a forum where the developer and design team can engage directly with community stakeholders, neighborhood groups, individuals, municipal leaders, and city staff, inspirational ideals are discussed, project related issues are addressed, solutions are formed, and at the end of the day, project support ultimately is achieved throughout a broad coalition of community leaders and individuals.

The high-level concept plan that we presented in our RFQ response is just that, a high-level plan, designed to discuss some land use ideas and concepts that will eventually form the foundation and starting framework in the project design process. A collaborative community engagement process is where the real plan is born.

Following is a preliminary overview of our public outreach strategy for the Confluence redevelopment site.

1. Grassroots meetings, small scale:
 - Meet with neighborhood influencers and leaders.
 - Small scale, 4 to 8 people, in people's homes and business.
 - Flip chart meetings for low impact record.
 - Promote via word of mouth and informal networks.
2. Stakeholder, Business community meetings, medium scale:
 - Meet with business groups, e.g. DDA, Chamber of commerce and similar groups in remote locations around town.
 - Closely targeted marketing to special interest groups and other community segments.
 - Meet with planning departments, referral agencies and area NGO's.
 - Flip chart and video record the meetings for data collection.
3. Design Charrettes / larger informational outreach meetings:
 - Broadly advertise to various community wide groups.
 - Targeted meetings for various design segments: parks and open space, connectivity, transit, urban design/ architecture, environmental issues and infrastructure / engineering.
 - Video record meetings with posted results and summaries online.
4. Summary phase with council and community wide presentations.

The above would be supplemented with traditional and online data gathering, such as: Mail and phone surveys, Survey Monkey and Bang the Table services. Interim results for each phase would be posted on interactive project web pages, Facebook and Instagram accounts. we will also be making regular public service announcements to the local news media outlets. Our ultimate goal is to have the broadest community consensus possible with any of the possible outcomes.



July 29, 2019

Jennifer Ooton
Assistant City Manager, Economic and Community Development
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

Karl J. Hanlon
City Attorney
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601

RE: Comments to Supplement the July 16, 2019 Confluence Area Call

Dear Ms. Ooton and Mr. Hanlon,

We appreciate the opportunity earlier this week to further discuss with you our proposal to serve as Master Developer of the Confluence Area pursuant to a public private partnership (PPP) with the City of Glenwood Springs. This letter is offered as a supplement to add additional commentary to the three questions the City presented for discussion during the July 16, 2019 call.

A restatement of the three (3) questions asked as we understand them and our associated commentary are as follows:

1. How do we envision the financing of the project? What tools are we considering that might be brought to bear on the project?

A central assumption to the Confluence Area financing is that if natural market forces were sufficient to support the redevelopment of the property in the manner desired by the City and its residents, then a PPP would not be necessary. Consequently, we anticipate that the overall plan of finance will include not only traditional developer sponsored debt and equity financing but will also require the use of public finance tools that may including tax increment financing (TIF) in coordination with the Downtown Development Authority or through creation of an Urban Renewal Area and/or Title 32 Metropolitan District bond proceeds. Furthermore, if affordable housing is desired we would foresee including low-income housing tax credits (LIHTC), state housing funds, and deferred developer fees into the plan of finance for that specific asset. Not having yet confirmed a definitive Master Plan or identified City priority projects within the Confluence Area, we speak to project financing at a conceptual level. Finally, both Trailbreak Partners and Community Builders have experience in working with Federal and State low interest loan and grant programs and we will explore the availability and applicability of such sources of funds during project underwriting.

When underwriting a master development of this nature we typically evaluate a site development financial model as discrete from the vertical model for each anticipated building. We have found that this approach simplifies the identification of economic gaps in the project and is sensitive to the reality that

land is financed differently than individual vertical projects. In simplistic terms, one estimates the retail value of finished pads and subtracts the cost required to complete those finished pads. As presented during our interview, at high level and in absence of complete data, we are encouraged that our initial rough order of magnitude (ROM) estimates suggest that the hard and soft costs to develop the site may be proximally equivalent to the value associated with the finished pads identified within the conceptual site plan. If true, the potential exists that pre-arranged contracts to vertical projects (i.e. contracting for revenues derived from the sale of finished pads) could be used as a source of repayment to facilitate financing of the site development. Alternatively, we have worked in structures in which escrowed funds associated with the forward sale of finish pads are released similar to a construction loan to fund site improvements. If and to the extent after financing there is a remaining gap in the capital necessary to complete the site development, the project might look to other sources of funding such as tax increment or metro district bond revenue as a source of project financing. An important assumption to the plan of finance is that the City will contribute the land to the project. Common in PPP's, municipal partners as property owners may reasonably consider the new property and sales taxes as well as civic and social outcomes of a project as a return on investment. Furthermore, on select verticals, we will explore the possibility a subordinated position associated with land that may afford the City future economic participation in the outcome of such project. Should the City have a different position on land contribution, it may be possible to solve. However, it will increase the overall financing challenges of the project.

Our approach to underwriting also includes developing a financial model for each individual building project contemplated in the Master Plan. This allows us to complete a land residual analysis to determine what price a builder can pay for a finished pad while maintaining an economically viable vertical project. The land residual analysis, in addition to comparable sales of similar land, is used to inform the revenue side of the site development model discussed above. It is worth noting that it is possible for an economic gap to exist in a vertical project as well. The cause of gaps in vertical projects can result from many factors including excess construction costs or fees, insufficient rents or sales revenues, or policy driven projects wherein a certain outcome is desired despite the absences of market conditions to support the use.

In our experience, the sources of funding to resolve economic gaps in real estate are somewhat fungible; meaning sources of public finance may be more effective in one project versus another. For example, land is not eligible for generating tax credits in LIHTC projects and grant income can be punitive, therefore a land lease or other structure may be more financially efficient. In that land revenue associated with the LIHTC site would then be reduced, it might increase the gap in another part of the project where the assignment of TIF could be more effective. Ultimately it is our intention that after establishing the Master Plan in collaboration with the City and identifying the scope of economic gaps, if any, we would work to match the most efficient financing tools to each respective project.

A few final thoughts that impact financing. First, as discussed during our City Council Interview, while it is Trailbreak Partners' intention to serve as Master Developer and Vertical Developer for many buildings within the Confluence Area, it is not our intent to vertically develop 100% of the Master Plan projects. We believe this enhances diversity in the vertical realm, leading to a more authentic project and provides flexibility in project financing and the timing of delivery.

2. What do we think the partnership with the City looks like? It was intended that this question lean more heavily towards the “financial” partnership vs. regulatory.

As Master Developer in a PPP with Glenwood Springs, we anticipate the relationship with the City to be collaborative and engaged. Our goal is to align interests and incentives and not unfairly transfer risk to one party or the other. While we will lead a process and drive decision making to support the

ultimate objectives, we are not so presumptuous to believe we hold the monopoly on good ideas. Rather, we seek to be partners with the City in determining and executing the Master Plan. We are sensitive to the dynamics of PPP's and the often divergent interests of stakeholders and are prepared to lead through the challenges common in the PPP process. We see our role through the project as an objective partner in helping to present alternatives, the associated opportunities and constraints, and support thoughtful and timely decision making. We will seek the assistance of the City in key areas including engagement with key agencies (e.g. RFTA, School District, Garfield County), project financing, and to navigate the regulatory processes necessary to complete the project. Our objective is to structure the PPP to align interests such that there is a shared sense of urgency and equitable sharing of risk.

Regarding the financial partnership, the objective is to limit cash requirements and complete the project in large part with land contribution and, to the extent necessary, participating with the use of public finance tools. Being fully transparent, at this pre-project stage it is uncertain if there would be a need for the City to bring other capital to the table to complete the horizontal development, but as discussed in the question about the plan of finance, early indications are favorable and it will remain our collective objective to avoid such a requirement.

Notwithstanding this overarching goal, it is our observation that project uncertainties exist at this time, many of which the outcome are beyond the control of our project team, and should the project not advance would inequitably convey financial risk to our project team. Therefore, it would be our proposal to negotiate a Development Agreement structure wherein the project team is compensated for its time and expenses of completing that work which benefits the City and the Confluence Area until such time the project has advanced to a risk profile associated with more traditional development. To be clear, such a structure is not intended to be a profit center, rather a risk mitigant as it is acknowledged that at this stage the Confluence Area lacks market viability without support, requires significant site engineering data, and while supported generally by the City, lacks community and political consensus as to use and entitlement. Additionally, alignment of interests and a shared sense of urgency is vital to the success of a PPP, and our experience has taught us that in absence of such an investment early on, the potential for the lack of timely participation and project advancement on the part of the City may exist. To be equitable and transparent, the structure would not be that of a "blank check"; rather, tied to a mutually agreed upon scope, schedule and budget to receive approval of a PUD, Site Plan, Plat and any necessary components of public finance. The scope and schedule will be progressive and designed with cost management in mind such that information critical to major design decisions and/or cost assumptions is prioritized. Under this concept, substantially all of these costs, which will be included in the overall project budget, would therefore be eligible to be recaptured by the City as the project moves forward. Once the predevelopment regulatory and political risk under the control of the City has been ameliorated, project execution risk is largely transferred to the development team and borne by the Master Developer and its financial partners. For example, provide project approvals have been received the cost responsibility for preparation of Construction Development (CD's) would be borne by the Master Developer.

After entering into a Development Agreement, we anticipate the work to be completed will be that which is necessary to i) complete a Rezoning to Planned Unit Development (PUD), Site Plan, and Preliminary Architectural Plan (collectively, "Entitlements"), and ii) to arrange for required sources of public financing (e.g. approval of a Metropolitan District Service Plan, TIF Agreement).

Generally, this work would include:

Background Investigations

Meetings with Confluence Area stakeholders including City Staff, Councilmembers, Downtown Development Authority, School District, RFTA, Garfield County, and select community and business leaders.

Stakeholder Engagement

Stakeholder engagement, including community, business, and civic is a critical element of the master planning process. We will design an engagement strategy for the Confluence Area that responds to the needs and is aligned with the project schedule and milestones in an effort to build consensus on the Master Development plan. We will also explore strategic partnerships with regional stakeholders who may have critical needs related to operations or labor that might be address by development within the Confluence Area.

Technical Due Diligence

Background data collection required for design, cost estimating, and development of the property will be necessary. Items such as survey, geotechnical investigations, civil and transpiration studies will be completed. This information is required for design of the property and also specifically needed for the Entitlement application and approval process.

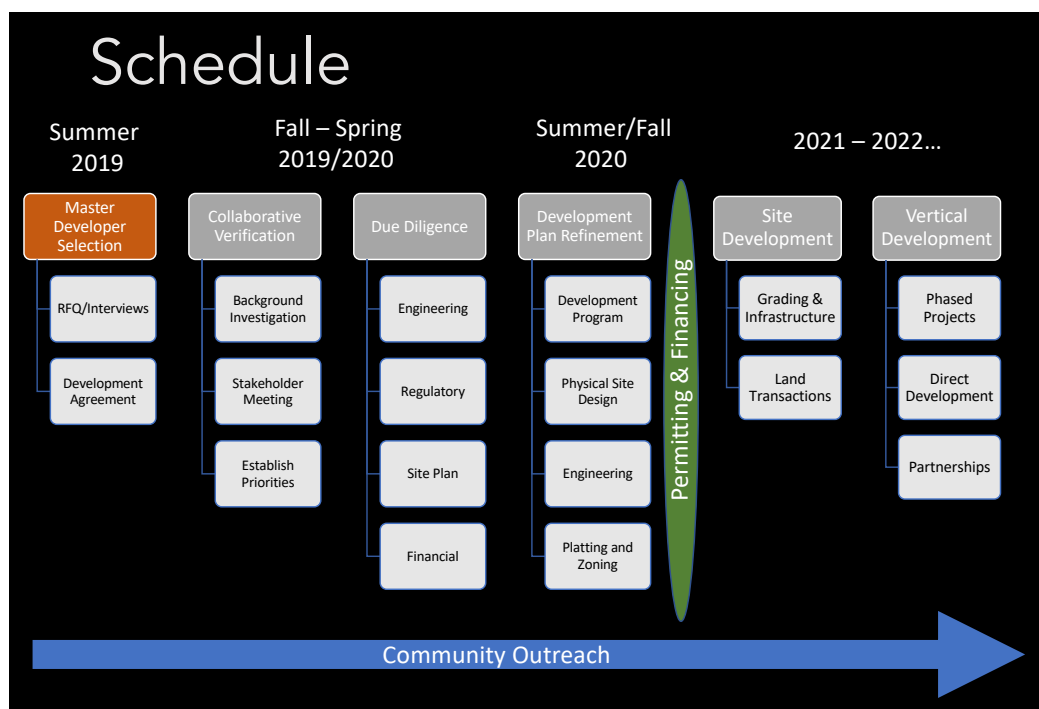
Planning and Entitlement

The work necessary to receive Planning and Zoning Commission and City Council approval of the Entitlements is likely to include a pre-application meetings with the City, multiple neighborhood meetings, City and Public Works meetings, design of site plan alternatives, selection and refinement of a final concept plan, traffic study, ecological resource studies, engineering plans, and development of illustrative exhibits.

Finance and Market

At key milestones throughout the process we will be completing costs estimates to inform design decisions. We will underwrite project revenue assumptions and economic and demand drivers which involves evaluation of historical transactions, market fundamentals, forecasting and engagement with the brokerage and development community. This is an iterative process with a focus validation of key assumptions that impact the project financial strategy and performance. We will also be exploring, sizing, and seeking to organize private and public financing for the project. All of this information will inform the proformas and plans of finance that we will build and update for both site and vertical development.

A schematic of the process and conceptual schedule, which would ultimately require refinement with the City is presented below.



3. How do we anticipate managing public engagement?

We are committed to real and meaningful stakeholder engagement and we have a successful history of engaging the community in our past projects. From presentations and workshops in large auditoriums to informal meetings with small groups of neighborhood leaders on living room couches and in coffee shops, we are comfortable engaging stakeholders and are willing to meet people where they are. While this takes time and can be difficult, it's absolutely critical to creating quality projects that best respond to the community's needs.

Rather than a wholesale outsourcing of this important task to consultants, we believe Trailbreak Partners leadership should maintain directly involvement with engagement and are typically involved in most, if not all outreach. We plan to continue that model in the case of the Confluence Area augmented by the deep roots of Community Builders in Glenwood Springs. Community Builders was hand-picked for our team due to their history working on the Confluence Area as well as their deep connection to the community (it's their home town). That means that they are committed to seeing the best possible outcomes for the Confluence.

In my conversations with Clark and his team, they have been clear that they are committed to a process that builds on the engagement that has been done to date and results in a project that truly reflects the needs and desires of the community. This commitment, along with their mission of building more livable communities, speaks to the integrity with which our team will approach community engagement.

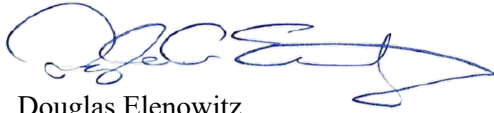
When it comes to the specifics of our approach, we have intentionally not designed an engagement strategy at this point. We believe that an effective public engagement strategy needs to be crafted to fit the specific needs and context of the situation and that it should be created in collaboration with local partners.

If our team is selected, designing an engagement strategy for the Confluence Area that responds to the projects needs and challenges and is aligned with the projects timeline and critical milestones will be among the first tasks we would undertake. Tactically, we will begin by educating stakeholders about the depth of engagement and decision making as a means to set the table for their participation in the path forward within the boundaries of the established concepts and principals. Similar to what we did with the redevelopment of the former St. Anthony Central Hospital for which prior community plans has been established, this approach validates that prior work establishing a transparent basis from which to avoid the often experienced request from opponents to go back and revisit earlier efforts and outcomes. To be effective, we believe the City, as well as other partners, must be proactively engaged in both the design and execution of such a strategy.

Finally, we recognize that redevelopment of the Confluence Area is politically tenuous and that there is not clear consensus within the community regarding what the area should become. There are people who do not want to see the area change. There are others who would like the area to be a public park. And there are many as well who want to see the area become a more activated riverfront with a mix of development and public access and open space. Finding the right path forward will take work, learning, listening and leadership.

The privilege to serve in the role of Master Developer for the Confluence Area remains of great interest to our team and we feel confident in our ability to lead the City and residents of Glenwood Springs through a comprehensive, fair, and transparent process resulting in development of lasting value and pride for Glenwood Springs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Elenowitz', with a stylized flourish at the end.

Douglas Elenowitz
Principal
Trailbreak Partners, LLC

DEVELOPMENT PARTNERS

July 29, 2019

Mayor & City Council
City of Glenwood Springs
Glenwood Springs, CO 80162

RE: Confluence RFQ – Additional Information

Greetings:

Thank you for the opportunity to provide additional information to our response to the City's Request for Qualifications (RFQ). During our call last week with City staff they suggested that we summarize our discussion in writing and share additional detail on master plan concepts. Questions that we discussed are as follows.

How can we get to a win-win business agreement with the City?

As we presented to City Council earlier this month, based on our team's qualifications, local successes, and track record for delivering on promises, we would hope to be selected by Council and enter into a Development Agreement where we would activate the community planning for the site and return to Council with a development plan that encompasses a balanced, vibrancy-creating, mixed use and multi-phased plan that embraces a park on the river. During this work the outside consultants would be paid a fee and the land owner - the City - would support the work at a budgeted cost that is shared with the developer. We like the idea of pursuing the Vogelaar site as the initial phase while allowing the river frontage and mixed-use areas to get additional community and development attention.

Ultimately the development plan would include a sale by the City of the land for development along with the forthcoming land use entitlements in place. The property would be appraised with its entitlements in order to assure a fair value for the City. We believe that the City needs to have a development team whose members understand the local scale of Glenwood Springs and its economic realities. We believe there will be added value for the City with a team who is truly "on the ground." We bring a reality-based perspective with the understanding of the local and regional markets. Every one of our development team members lives in the valley and has a personal stake in success here. If the community engagement is not successful and the community is unwilling to rally around a plan, it could lead to controversies and set back *any* action plan for some time.

How do we expect to finance the project?

The eventual mix of capital sources will depend on the land uses which are ultimately approved at the Confluence. We have experience with a broad range of financing mechanisms for neighborhood scale and mixed-use projects. Depending on the final cost of infrastructure we and the City may consider a Metro District in which revenue (not general obligation) bonds would fund much of the qualified infrastructure and would be repaid from assessments similar to

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970 948 7729

projected additional property taxes. Tax Increment Financing (TIF) may be appropriate if the development includes enough sales-generating uses and property taxes. Three of our past projects (Willits, Basalt River Park, and the Roaring Fork Club) have real estate transfer assessments (RETAs) that fund specific programs - the Willits Art Center, The Art Base, and the Roaring Fork Conservancy, respectively. A RETA could be used at the Confluence to provide ongoing support for vitality-enhancing programs.

As we mentioned in our initial submittal we have relationships with many private and institutional capital sources and have toured the Confluence area with several of them, including Tim's partner on the hotel in Willits and two Opportunity Zone-focused investment groups.

In addition, there are tax credit incentive programs for affordable housing and we have discussed such programs with the Colorado Housing Finance Agency (CHFA). Additionally, the new Opportunity Zone incentives for the area provide incentives for the development as well.

Can you provide additional detail on your master plan concepts?

We have attached two illustrations of our land use ideas with at least one important alternative — the size of the Confluence Park — which we anticipate to be a key decision. Based on our understanding of the City's RFQ, we had previously focused primarily on our professional backgrounds in the Roaring Fork Valley, the public and private experiences of Roaring Fork Engineering, as well as the Colorado and national experiences of Design Workshop, which we invite you to review again. We did not try to show a detailed block-by-block plan for two reasons. First, we strongly believe that the correct Vision and ultimate land use plan will be the result of an open and effective process with the City officials and staff and with the citizens of Glenwood Springs including the immediate neighbors. Second, we feel that virtually any land use plan which is too specific too soon could become an unnecessary lightning rod and stress point for community members who may have objections to one or more of the specific lands uses (that weren't vetted adequately with the public). By starting with a somewhat more general plan, we would attempt to gain the community's confidence in the plan and their continuing support as the preliminary master plans evolve.

Our attached illustrations include the following alternatives.

Scenario 1, a large **Destination River Park** which could consume most or virtually all of the land west of the "Y". We consider this scenario less likely but it illustrates our view that the size and location of the park might become the driver of other land uses. A park of this size would reduce the size of the remaining development.

Scenario 2, a smaller **Community Riverfront Park**, illustrates a more linear park which would connect to the entire new system of parks including the rail beds and would be bike friendly and pet friendly. Ideas include a chain of fountains and water features, a safe train viewing area, places for non-profits to promote themselves, displays of the history of Glenwood Springs, and waterfront connections with the Roaring Fork River. An iconic restaurant and bar would offer an attractive place for residents and families to gather. The adjacent mixed uses could complement and extend the vibrancy of the current downtown and connect it to the Roaring Fork River.

Similar to the recent riverfront park development by the Town of Basalt, there would be opportunities for environmental education. A smaller but well-designed park may well be adequate for the City's goals and serve as a successful complement to other parks in the City.

It is important to note that most of the area west of the "Y" is within the floodplain which will be a critical factor in setting the building floor elevations. We note that the City should be aware of this constraint when evaluating any proposal which includes an extension of the 7th street with vehicular connection under the RFTA "Y" and right of way.

Hotel and Conference Facilities. Scenario 1 includes a Hotel with conference facilities near the existing pump station on 7th Street. Scenario 2 shows some options referred to as "Mixed Use" adjacent to the "Community Riverfront Park". While not illustrated, there would be adequate land for a larger Conference Hotel or more Residential.

Vitality Zone/ Retail, Office and special gathering places. In order to connect the Confluence to the existing 7th Street both Scenarios 1 and 2 include a Vitality Zone, which would include space for events. Since demand for retail is currently changing across the nation, the users are likely to include service businesses and offices, including space specifically for non-profit groups and shared co-work environments, which can survive the seasonality of retail demand. Pop ups and food trucks may be added for special events.

Residential. As mentioned in our first presentation, we think that residential can be started on the Vogelaar parcel and mixed throughout the entire plan. If a hotel is not feasible, residential can be included with the Downtown Park. We propose to include Senior housing and to mix different income levels.

Affordable Housing. We would include locations for affordable housing throughout the new neighborhood. We anticipate that at least one parcel could be developed with low income housing tax credits.

Water Features. We would promote the idea of having water amenities, such as fountains and streams, within the project and have included some photos to illustrate the ideas.

Thank you very much for your consideration, and please contact us with any questions.

Sincerely,

Andrew, Tim and Jim

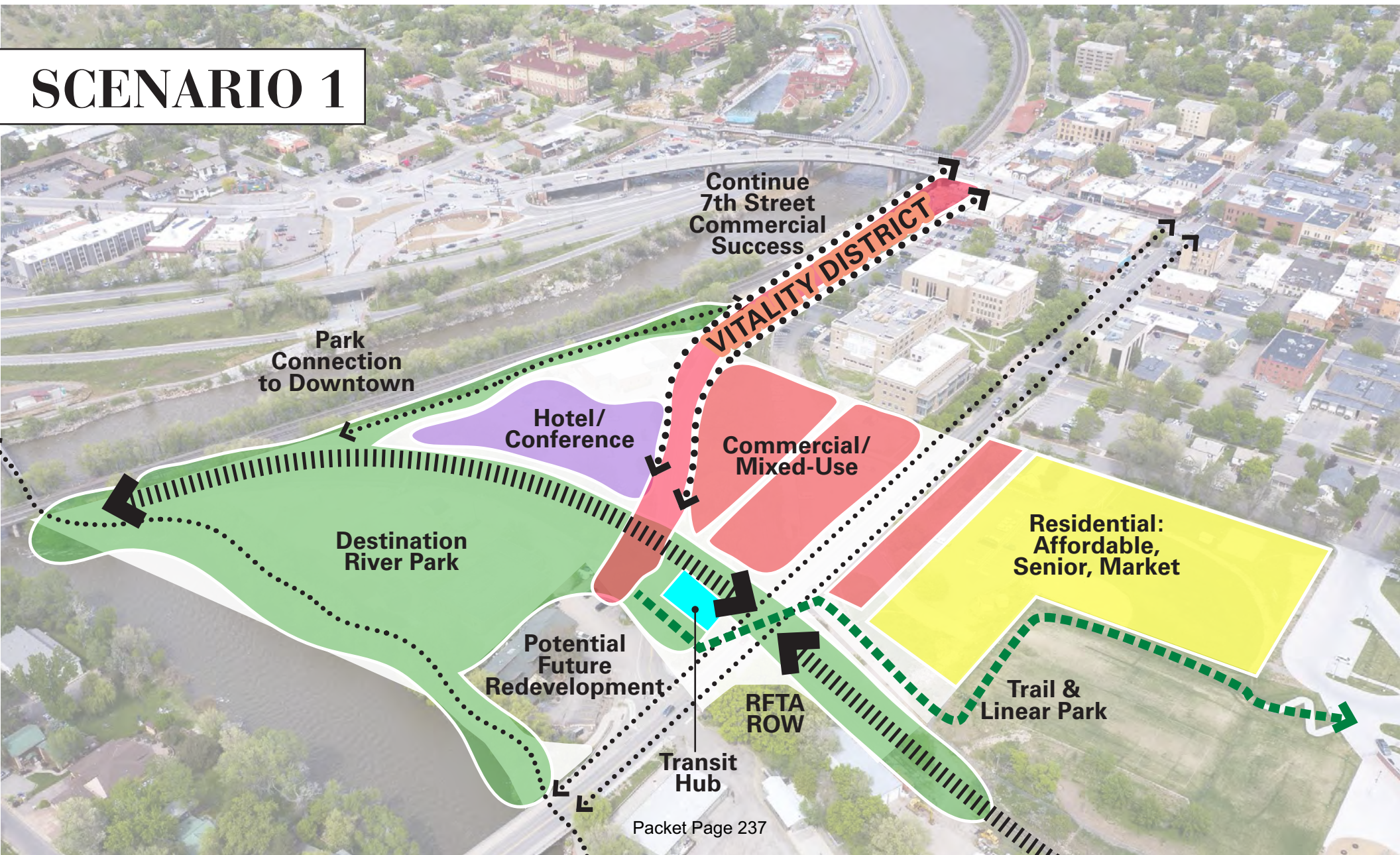
COMMUNITY-VETTED MASTER PLAN CONCEPTS

SCENARIO 1



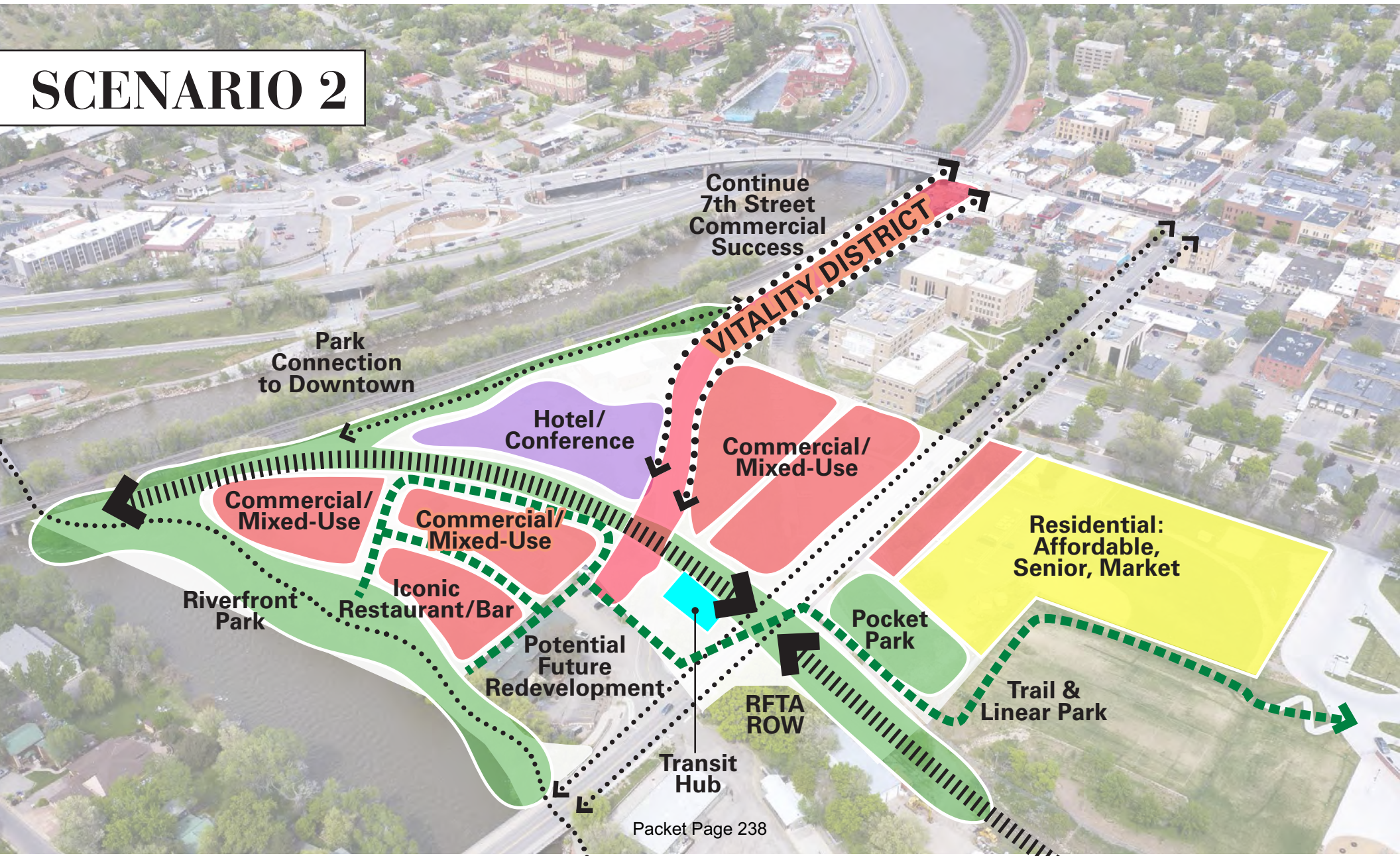
COMMUNITY-VETTED MASTER PLAN CONCEPTS

SCENARIO 1



COMMUNITY-VETTED MASTER PLAN CONCEPTS

SCENARIO 2





City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: 2020-2025 Strategic Plan Approval

Action Requested:

Department: Economic and Community Development

Presented By:

Background Info:

Issues:

Staff Recommendation:

City of Glenwood Springs 2020-2025 Strategic Plan



VISION

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

MISSION

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

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

STRATEGIC GOALS

The City Council believes that five goals are essential for moving our community forward. It is the responsibility of the Council and all city employees to uphold these goals to guide future decisions.

1. Provide Efficient and Responsive City Government

Glenwood Springs deserves a city government that operates ethically, efficiently, and is responsive to its citizens. To meet this goal, the city council and city employees will ensure transparency in its operations and budgeting. City staff will have access to tools and training to advance the city's operations while pursuing systematic citizen engagement.

Specific strategies for providing an efficient and responsive city government:

- ◇ *Plan for long term development, training and competitive compensation for city employees so they are able to provide the highest quality services to the city.*
- ◇ *Balance the city's expenses and revenues in a responsive, transparent manner.*

- ◇ *Support and enhance relationships between the city and its partners both locally and regionally.*

2. Preserve and Improve Infrastructure

The citizens of Glenwood Springs have made significant investments in city infrastructure. It is critical to the health and vitality of the City that infrastructure is constructed, repaired and maintained to high standards. Through deliberate action the City will prioritize and address all infrastructure needs to ensure safety, health, livability, and to protect taxpayer's investments.

Specific strategies to preserve and improve infrastructure:

- ◇ *Develop and maintain high quality infrastructure including city streets and utility systems to serve the city residents, businesses and institutions.*
- ◇ *Undertake appropriate planning to increase and ensure future water supplies throughout the city.*
- ◇ *Improve the city's transportation system to meet growing needs for circulation, access, safety and transit.*

3. Protect and Preserve Our Quality of Life

Glenwood Springs is a highly desirable place to live with a pristine high desert environment, mineral springs, access to recreation, and favorable climate. The city has excellent health and human services, education, and commercial services for its residents. At the same time, there are challenges to our quality of life including traffic congestion, increased impacts from growth, and proposed inappropriate industrial development. It is the City's goal to protect and preserve the quality of life and environment so that future generations can enjoy the same benefits as the present citizens.

Specific strategies to protect, preserve and improve the quality of life:

- ◇ *Oppose any threats to liveability and environment of our community.*
- ◇ *Insure accessibility to recreation facilities and amenities*
- ◇ *Enhance and preserve and integrate the city's history, cultural heritage and arts.*
- ◇ *Develop a long-term sustainability plan for all city operations.*
- ◇ *Improve mental health services, reduce substance abuse, reduce homelessness, and establish a detox facility.*
- ◇ *Minimize the impacts of city activities on wildlife and the surrounding natural areas.*

4. Generate Sustainable Economic Development

Glenwood Springs is a regional center for retail, education, healthcare, and professional services. Glenwood Springs serves as the county seat for Garfield County, and the regional headquarters for a number of state and federal offices. The city is well known for its long-standing tourism market that dates to the city's founding in the late 1800s. A diverse economy is a strong and resilient economy.

Specific strategies to generate sustainable economic development:

- ◇ Develop and pursue compatible business and industry sectors to create new jobs and livable wages to expand our economic base and broaden economic diversity.
- ◇ Support local businesses to enhance their economic success.
- ◇ Develop affordable housing with strategic partners so more people who work in the city can live in the city.
- ◇ Expand the city's role as a regional center for commercial, professional and government services.
- ◇ Expand high-speed citywide broadband services.
- ◇ Continue to support our tourism industry.

5. Ensure Public Safety

A safe city for all residents and visitors is a foundational goal. Residents should feel safe throughout the city, in their neighborhoods, in their city parks, and in their homes.

Specific strategies to ensure public safety:

- ◇ *Develop and pursue a long-term plan for excellence for police, fire and EMS services to serve the city.*
- ◇ *Develop a succession plan for the police and fire departments.*
- ◇ *Plan and construct new West Glenwood fire station.*

BUDGET PROJECTS AND ACTIVITIES

Following extensive input from staff, city boards and commissions, and the public, the City Council has selected the following projects and activities for the planning period. Completion of these projects and activities will depend on available revenue. The table below identifies these projects and activities underneath the city's strategic goals, the target year for completion, and associated revenue source. Revenue streams include general fund (generated from tax revenue), bonding revenue (generated from bonds sold by the city), and enterprise funds (generated from city operations including electric, water and sewer, and the landfill). It is the city's duty to manage and balance all revenue sources to ensure efficient operations, flexibility to meet unforeseen circumstances, and to prudently manage its reserves to benefit the city's residents.

Provide Efficient and Responsive City Government

High Priorities

1. Attract, Hire, and Retain Excellent Staff/ Competitive Wages for City Staff
2. Process Improvement, Optimal Resource Allocation and Improved Centralized Communication/Implementation of ERP.

Preserve and Improve Infrastructure

High Priorities

1. Strong Reserves (Minimum of 25% of the General Fund Expenses, \$2 million in Capitol Funds, and \$3 million in A&I.

2. Build South Bridge with Partners/Continue with the Airport Scenario Plan.
3. Street Reconstruction (utilities, concrete and drainage) to include:
 - a. South Midland;
 - b. Cedar Crest; and
 - c. Red Mountain.
4. Maintain Operations and Availability of the Broadband Network/Last Mile Deployment of Broadband.
5. Build an Electric Substation in West Glenwood.

Medium Priorities

1. Complete the Municipal Operations Center Relocation
2. Improve Blake and Open Blake Gate
3. Performance Contract with an Esco to Address Failing, End of Life, or Inefficient Facility Systems.
4. Update and Maintain Facilities
5. Long Term Landfill Plan
6. Franchise Trash Collection

Protect and Preserve Our Quality of Life

High Priorities

1. Ensure the City is in the best possible situation to protect its natural resources and economy from a largescale expansion of the Mid-Continent Mine.
2. Two Rivers Park Project
3. Work with Partners on a Detox Facility/Continue Homeless Discussions
4. LoVa Trail

Medium Priorities

1. Build Multiple New Boat Ramps to include a Ramp near the Glenwood Springs Airport.
2. Bicycle Path along 6th and 24
3. Increased Cleanliness of Downtown

Generate Sustainable Economic Development

High Priorities

1. Creation of Diverse and Inclusionary Housing
2. Long-term Funding for Affordable Housing/Affordable Housing Incentives to include Dedication of City Owned Land for Affordable Housing.

Medium Priorities

1. Continue to Work Towards Redevelopment of the West Glenwood Mall.
2. Confluence Redevelopment
3. Roundabout Beautification at 6th and Laurel Street.

Ensure Public Safety

Medium Priorities

1. Relocate Western Petroleum
2. Plan and Construct New West Glenwood Fire Station
3. Implement a Ranger/Code Enforcement Program for Downtown Glenwood Springs.

The following list of projects are also important to City Council but are not considered a high or medium priority for the 2020-2025 Strategic Plan. This list is in no particular order of importance.

- Implement Asset Management, EnerGov, and Asset Management Software. Research a Stormwater Utility
- In Depth Water System Planning for the Future
- Prioritize Fundamental Community Needs over Wants
- 27th Street Pedestrian Overpass
- Public Outreach/Awareness and Education related to Watershed and Riparian Health
- Preserve and Improve Wellness Benefits for Employees
- Continued Focus on Enhancing and Improving the Vitality of Downtown Glenwood
- Provide Financial Information that has Improved Transparency and Better, more Complete Information to Staff and Council
- Improve IT Infrastructure to Maintain Security and Availability of Services
- Hire a Deputy Fire Chief
- Restructure Community Center Division to Improve Services
- Update the Parks Master Plan and Inventory for City Parks
- Ride Glenwood Restructuring and Rebranding
- Downtown Trash Compactor Implementation
- Alley Improvements by Bethel Lot
- Improvements to 6th Street
- North Landing Site Development



City Council
STAFF REPORT
City of Glenwood Springs
August 15, 2019

Agenda Item: FMLD and DOLA Grant Applications

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation: