



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
NOVEMBER 19, 2020
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.

ZOOM INSTRUCTIONS

1. You are invited to a Zoom webinar.

When: Nov 19, 2020 **Work Session 4:00pm and Regular Meeting at 06:15 PM** Mountain Time (US and Canada)

Topic: 2020/11/19 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84482663648>

Or iPhone one-tap :

US: +13462487799,,84482663648# or +16699006833,,84482663648#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 844 8266 3648

International numbers available: <https://us02web.zoom.us/j/kc8K8cnd88>

TIME	ITEM	WORK SESSION	ACTION
4:00pm-5:30pm	2. Code of Conduct		Information/Discussion
	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 |
| 6:30pm | 8. Consent Agenda
<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.</i> | Discussion and/or Action |
| | A. Bid 2020-032 Award to Graybar for Fiber Optic Cable Purchase for the to City's Fiber to Home Project | |
| | B. Senior Programs Advisory Board Staff Member Appointment for 2021 | |
| | C. Cardnell Substation Transmission to Load Interconnection, Construction and Operating Agreement and MEAN Funding Agreement | |
| | D. Ordinance No 24, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Creating the Community Broadband Network Enterprise (SECOND READING) | |

ACTIONS AND/OR PRESENTATIONS

- | | | |
|--------|---|--------------------------|
| 6:45pm | 9. CLEER Update on Garfield Clean Energy and request for 2021 Contribution | Discussion and/or Action |
| 7:00pm | 10. Red Mountain Water Treatment Plant and No Name Tunnel Design Contract for Upgrades due to Grizzly Creek Fire | Discussion and/or Action |
| 7:10pm | 11. Ordinance No. 25, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2020 Assessment for Collection in Fiscal Year 2021 and Providing for a Temporary Tax Credit (FIRST READING) | Discussion and/or Action |
| 7:20pm | 12. Ordinance No. 26, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2020 Assessment for Collection in Fiscal Year 2021 for the Glenwood Springs General Improvement District No. 1980 and Providing for a Temporary Tax Credit (FIRST READING) | Discussion and/or Action |
| 7:30pm | 13. Ordinance No. 27, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Sections of Titles 050 and 070 of the Glenwood Springs Municipal Code Related to Regulation of Marijuana Businesses Within the City of Glenwood Springs, Colorado (FIRST READING) | Discussion and/or Action |
| 8:00pm | 14. Report from City Administration
A. City Manager
B. City Attorney
C. Correspondence Incoming/Outgoing | Information |
| 8:05pm | 15. Adjournment | |



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Code of Conduct

Action Requested: Discuss Proposed Code of Conduct.

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: The Code of Conduct was drafted by City Council and will be presented by City Council.

Issues: NA

Staff Recommendation: NA

City of Glenwood Springs
Modified Rules of Procedure¹
Draft for Council Comment/Action - September 3, 2020

I. Council Meeting Procedures

A. Open to Public

All meetings and work sessions of the City Council shall be open the public and must complied with Colorado's Open Meetings Law.

B. Addressing matters before Council

1. The Mayor, or Mayor Pro Tem, in the Mayor's absence, shall preside at all work sessions of Council and all regular and special meetings of Council as provided in the City's Code and/or Charter.
2. The City's Code of Conduct shall be followed during all meetings of Council
3. A Council Member must be recognized by the Mayor and be given the floor in order to address the Council.
4. A Council Member shall have three minutes to address the matter before Council. Additional time may be requested and reasonable additional time should be granted by the Mayor² depending upon the complexity of the matter before Council.
5. A Council Member shall not be granted a second time to address a matter until all other Council Members wishing to address the issue have had his/her opportunity to speak to the matter. Secondary comments shall be restricted to responding to other Council Member comments.
6. No Council Member shall interrupt another Council Member.
7. Interrupting a Council Member or engaging in side discussions while another person has the floor is out of order and the Mayor should direct the member(s) to cease this behavior.
8. The Mayor may independently decide to deviate from or temporarily suspend the Rules of Procedure in order to increase meeting efficiency and to best enable full and informed discussion of a matter before the Council. However, such independent action by the Mayor remains subject to a

¹ It is the intent that these Rules would replace Roberts Rule of Order if adopted by Council. Roberts Rules would be maintained for any matters not directly addressed in these Rules of Procedure.

² Any reference to the Mayor in these Rules of Procedure shall apply to the Mayor Pro Tem if presiding at the regular or special Council Meeting.

Point of Order and/or a Point of Appeal through which a Council Member can bring the meeting into full compliance with the Rules of Procedure.

9. Any matter upon which public comment is taken shall be open to the public comment as directed by the Mayor. During such time, any member of public may address the Council on the pending matter. Such person shall provide his/her full name and his address. Individual comments shall be limited to three minutes, unless the Mayor allows a brief extension of time to comment. A member of public shall address the Council as a whole and shall not direct comments toward an individual Council Member. Any member of the Public who makes belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments or who becomes disruptive during a meeting will be directed by the Mayor to cease such conduct and may be removed by the Mayor from the meeting if such conduct continues.

C. Procedures for Motions

1. Any matter before Council which requires a formal decision of Council shall be decided by a Motion made by a Council Member.
2. Any Council Member (including the Mayor) may make a Motion.
3. All Motions before discussions shall require a second from another Council Member.
4. A Motion may be withdrawn before a second is made or with the consent of the Council Member seconding the Motion.
5. A Council Member, with the consent of the second, may accept a proposed amendment to the motion.
6. In the alternative, any Council Member may move to Amend the Motion. Only one Motion to Amend may be pending without a vote at any time.
7. If the Motion to Amend is seconded by another Council Member, then the vote shall first be taken upon the Motion to Amend and then:
 - a. If a Motion to Amend is approved, a vote on the Amended Motion shall be called.
 - b. If Motion to Amend is not approved, a vote on the Original Motion shall be called.
8. All Council Members are required to vote "yes" or "no" on a Motion unless the Council Member has been excused from the matter and that portion of the Council Meeting due to a Conflict of Interest. No Council Member may abstain from voting on any motion. Unless otherwise provided in these Rules of Procedure, or by the City's Code of Conduct, the Municipal Code or Municipal Charter, a majority vote is required to approve a pending motion. A tie vote denies approval of the pending motion. If a Council member announces "abstain" or refuses to vote then his/her vote shall be counted as an affirmative vote on the matter for which a vote is being taken.

D. **Types of Motions.**

1. **Main Motion.** Presents to Council an item for action. May only be made when no other motion is pending.
2. **Motion to Amend.** Relates to and supplements or builds upon the Main motion.
3. **Motion to Continue.** Continues the pending motion to a future date certain. It may also continue debate on the pending Motion to a later time in the same meeting.
4. **Motion to Continue Indefinitely.** Such motion effectively kills the matter before Council. This may be made before or during debate on a pending motion or matter. This may not be used when the matter before Council relates to Council's decision on quasi-judicial matters.
5. **Motion to Call the Question.** Closes debate on the pending motion. No second is required but if a Council Member objects to the Call for Question, then a vote must be taken on the Motion to Call the Question. There shall be no debate on such motion.
6. **Motion for Recess.** Any Council Member may move for a recess not to exceed 15 minutes. If there is objection, then the motion shall need a second and a vote shall be taken. There shall be no debate on such motion.
7. **Motion to Adjourn.** Any Council Member may move for adjournment of a meeting. If there is objection, then the motion shall need a second and a vote shall be taken. Debate shall be allowed on such motion. If a quasi-judicial matter(s) is still pending during that Council meeting those matters shall automatically be continued to the next regularly scheduled meeting of Council if the Motion to Adjourn is approved.
8. **Motion to Reconsider.** This requests the Council to reconsider a matter upon which a motion was made and upon which a vote was taken. A Motion to Reconsider must be made at the same Council meeting as the vote sought to be reconsidered was made or at the next regular meeting of Council. It may only be made by a Council Member who was on prevailing side in the vote in question. Debate on the Motion to Reconsider only relates to the reason(s) to reconsider the previous vote and not to the underlying matter upon which the original vote was taken. Two-thirds of the Council Members voting on the Motion to reconsider is required to reconsider the prior vote. If the Motion to Reconsider is approved then debate resumes on the Original Motion.
9. **Motion for Executive Sessions.** Such motions must be made and approved as provided by the Municipal Code, Charter and/or State law.

E. **Points of Procedure.**

1. **Point of Order.** Used only when a Council Member asserts that these Rules of Procedure are not being followed or whether a Council Member is violating the Code of Conduct. If made, the Mayor shall decide whether or not the Rules of Procedure or the Code of Conduct are not being followed and take action as provided in these Rules of Procedure or the Code of Conduct. A Point of Order shall not interrupt another Council Member but only asserted after the Council Member has finished speaking.
2. **Point of Information.** This is a request by a Council Member for more information or clarify matters being discussed. It is not a time to present further comment by the Council Member requesting the Point of Information. This shall not interrupt another Council Member but only requested after the Council Member has finished speaking.
3. **Point of Appeal.** A request by a Council Member to challenge a decision of the Mayor concerning the application of these Rules of Procedure. A Point of Appeal shall customarily be in order immediately following the Mayor's decision and may be declared out of order and unavailable where the Council has relied upon the Mayor's decision and continued the proceeding in reliance upon, or in accordance with, the Mayor's decision. The Council Member making the Point of Appeal may briefly state his or her reason for the Point, and the Mayor may briefly explain his or her ruling, but there shall be no further debate on the Point of Appeal. If requested by the Council Member making the Point, a vote shall be taken to uphold or overturn the decision of the Mayor. No second is required to require such a vote.

II. **Application to Boards and Commission.** To the extent reasonable and necessary these Rules of Procedure shall apply to all meetings of the City's Boards and Commissions.

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CODE OF CONDUCT
CITY OF GLENWOOD SPRINGS, COLORADO
Draft for Council Comment/Adoption – September 3, 2020

I. Purpose:

City Council Members at all times are held to the highest standards. Council members are agents of the public purpose and hold office for the benefit of the residents of the City. Debate and presentation of opposing views is part of the democratic process but it shall be conducted in a professional manner and in a manner which promotes the overall strategic goals of the City.

Proper democratic government requires that City Council members to be independent, impartial and responsible to the residents of the City. Council members should work collaboratively to find a common solution that is in the City's best interest. City Council makes decisions that impact on all the residents of the City and should direct its discussion to that end. Once a decision is made, the members of Council should support the Council and the City and move forward with that decision.

Council members must exhibit appropriate behavior at all times, whether during Council meetings or outside Council meetings. All decisions and policies will be made through proper procedures and shall not be made in executive session or outside of a public meeting.

This Code of Conduct applies at all times while serving as a member of the City Council of the City of Glenwood Springs and not only during official City meetings and/or work sessions.

II. General Rules Regarding City Council Members

A. The Three R's regarding Council Members

1. **Role.** Each Council member must understand and carry out his/her role in City government.
2. **Responsibility.** Each Council member must understand and carry out his/her responsibilities in City Government.
3. **Respect,** Each Council member shall respect all other Council Members and members of the Public at all times.

B. Role.

1. Each Council member is elected to represent all residents of Glenwood Springs whether or not from an individual Ward. Each Council member is one of seven leaders of the City and has a duty to act in the best interest of the City at all times.

C. Responsibilities

1. Council members shall attend all regular and special meetings of Council absent exigent circumstances.
2. Council members shall make his/her best efforts to attend all work sessions of council. Missing more than 10% of Council work sessions in any calendar quarter shall be a violation of this Code of Conduct.
3. Council members shall be generally familiar with the City Charter and Municipal Code. If a matter comes before Council that impacts on the Charter or Code, The Council members must take the necessary time to understand that matter in context of the overall Charter and/or Code.
4. Newly elected/appointed Council members shall attend and take part in orientation sessions so as to become familiar with City operations.
5. Council members shall be prepared for every meeting and work session including prior review of all agenda packet materials.
6. Council members must arrive promptly at all meetings and work sessions.
7. Council members shall not text or engage in online social media during meetings or work sessions except during recesses.
8. Council members shall not work on personal - non City business - during meetings and work sessions except during recesses
9. Council members shall be fully engage in the meeting and/or work sessions at all times including actively listening and participating in meeting.
10. Council members shall not engage in side bar comments with other council members or staff during a meeting or work sessions except during recesses. Such comments could be a possible violation of open meetings law.
11. Council members shall not leave the dias (or remote meeting visual presence) during a meeting or must not leave a work session without permission of Mayor except during recesses.
12. Council members shall vote on all matters brought to a vote of the entire City Council unless excused from that portion of the meeting due to a conflict of interest.
13. During Council meetings and work sessions, Council members shall follow the City's adopted Rules of Procedure and this Code of Conduct.
14. Council members shall attend all meetings of Boards and Commission to which he/she is assigned as Council liaison absent exigent circumstances. If a Council member is unable to attend a meeting, he/she shall reach out to the alternate Council liaison to seek his/her attendance at such meeting. If a Council member cannot regularly attend the meetings of the Boards and Commissions to which he/she is assigned, he/she shall advise the Mayor who may appoint another Council member as the liaison.
15. Council members shall follow this Code of Conduct during all meetings of the City's Boards and Commissions.

16. Council members will be respectful of diverse opinions presented by members of the Boards and Commissions.
 17. Council members shall not speak for the Council at a meeting of a City Board or Commission. Council members may indicate that his/her personal opinion and/or what he/she thinks Council may support or not support but the Council member must encourage the Board and Commission to make their independent recommendations to the Council. That is the purpose of the Boards and Commissions – to make recommendations to Council
No Council member, either directly or indirectly, may solicit, accept or receive any gift or other thing of value, including but not limited to, gifts, loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment, or special discounts, from a person, without the person receiving lawful consideration of equal or greater value in return from the Council member in an amount as provided in the Colorado Constitution.
- D. Respect. Council members at all times shall
1. Be welcoming to speakers at all Council meetings and work sessions.
 2. Be courteous to members of the Public and other Council Members at all times and to not make any inappropriate comments to other Council Members or members of the Public.
 3. Ask for clarification but do not debate with member of Public in any meeting or work session.
 4. If he/she disagrees with a comment/email/phone communication with a member of the Public, he/she shall explain his/her position clearly and without being argumentative argument.
 5. Shall not belittle, degrade or otherwise disparage other Council Members or Staff to members to the Public and/or to each other whether or not those comments are made in meeting or outside of meeting. If a member of the Public expresses a concern about another member of Council or the Staff, the Council member shall advise that person that he/she will bring that concern to the attention of Council at its next regular meeting.
 6. Shall respond to requests from a member of the Public in a prompt manner.
 7. Use of social media by a Council member shall only represent that Council member's personal opinion and shall not be held out as representing the position of Council or the City unless specifically authorized by Council. No Council member shall communicate with other Council members in social media which communications would violate Colorado's Open Meetings law. If a Council Member is using social media to discuss City business or affairs, the Council Member may not block any person's access to that social media account. Social media posts regarding City business or affairs cannot be deleted as that may be a violation of the Colorado's Open Records law. A Council member may

not use social media to discuss matters which are likely to come before Council for decision as a quasi-judicial matter. No Council member may otherwise violate this Code of Conduct while using social media.

8. Council members shall use the City email system for all City business. If a Council member receives an email on personal or other email that involves City business this email and all responses shall be copied to that Council member's City email address.

III. **Decorum.**

- A. These general rules of decorum shall be observed during city council meetings and in the general public.
 1. All comments should be constructive.
 2. No personal attacks shall be made toward other City Council members and/or City Staff or cause or encourage third parties to engage in such behavior.
 3. No belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments shall be made.
 4. Council members may not falsely characterize another City Council member's position.
 5. No shouting or threatening behavior.
 6. Shall not make any promises on behalf of the City, City Staff or Council.
 7. Shall refrain from engaging in any conduct which threatens the public confidence in the integrity of City or the City government including but not limited to illegal conduct, conduct which puts self-interest before public or City interest, willful or persistent failure to perform the duties of a City Council Member, or any other conduct involving a dereliction of a Council Member's duties.
- B. The Mayor may direct the removal of any person from a Council Meeting for conduct described above after that person has been given a warning by the Mayor to cease his or her conduct. Further, at the mayor's discretion, and with an affirmative vote of two-thirds of the Council members present at the meeting, a Council member can be fined up to the amount of his or her monthly salary for violating the following:
 1. Engaging in violent or distracting action;
 2. Leaving one's seat to engage in private conversation with staff or members of the public during a council meeting or work session;
 3. The willful injury of furnishings or of the interior of the council chambers or meeting hall;
 4. The refusal to obey any of the rules of conduct provided within this section, including the limitations on occupancy and seating capacity;

5. The refusal to obey an order of the presiding officer or an order issued by any council member which has been approved by a majority of the council members present.
6. Unreasonably loud or disruptive language, noise, or conduct is that which obstructs the work or the conducting of the business of the Council.
7. Shall not be intoxicated or under the influence drugs.
8. Council members shall direct all comments and questions of Staff during City Council meetings to the City Manager or City Attorney. Staff may be asked questions about matters being presented to Council by that particular staff member. That staff member may be allowed to defer the answer to another staff person if appropriate or if the question is outside the expertise of the staff member responding to questions.

IV. Council Interactions with Staff.

- A. Council members shall
 1. Not become argumentative with Staff
 2. Treat all Staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each Staff member is expected. Poor behavior towards staff is not acceptable.
 3. Contact. Limit contact to specific city staff. Questions of city staff and/or requests for additional background information should be directed only to the City Attorney or the City Manager, and with prior notice to the City Manager to the department heads. When in doubt about what staff contact is appropriate, council members should ask the City Manager and/or the City Attorney for direction. Materials supplied to a council member in response to a request shall be made provided to all members of the council so that all have equal access to information.
 4. Disruptions. Do not interfere with city staff or staff's performance of their duties.. Council members should not disrupt city staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.
 5. Criticism. Never publicly criticize an individual City employee. Council should never express concerns about the performance of a city employee in public, or to the employee directly. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Comments about staff in the office of the City Attorney should be made directly to the City Attorney.
 6. Administrative Functions. Do not get involved in administrative functions. Council members must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.
 7. Correspondence. Check with city staff on correspondence before taking action. Before sending correspondence, council members should check

with city staff to see if an official city response has already been sent or is in progress. Any such correspondence, unless approved by City Council, must state that any opinions are the opinion of that individual City Council Member and do not represent the opinion of the City, City staff or City Council.

8. **Attending Meetings.** Do not attend meetings of city staff unless requested by staff with approval of the City Manager. Even if the council member does not say anything, the council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.
9. **Staff Support.** Limit requests for staff support. Routine secretarial support will be provided to all council members.
10. **Political Support.** Do not solicit political support from staff. Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from city staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

V. Boards and Commissions

- A. This Code of Conduct applies to all appointed members of Boards and Commissions.
- B. **Conduct during meetings**
 1. Members of the Boards and Commissions shall attend all regular and special meetings of Boards and Commissions absent exigent circumstances. Missing more than one meeting in a calendar quarter may be grounds for removal from the Board.
 2. Members of Boards and Commissions shall comply with this Code of Conduct.

VI. Executive Sessions

- A. **Purpose.** Executive sessions are for purposes set forth in the Open Meetings law and include confidential attorney/client or other legal privilege.
- B. **Non disclosure.** Executive sessions are confidential discussions and no disclosure of matters presented or discussed during an executive sessions may not be revealed by any Council member without permission of the entire Council granted during an open meeting of Council. A Council member may not disclose to any person, including but not limited to, spouses, friends, family, residents and/or other persons any confidential communication whether or not received in an executive session. It is a violation of a Council member's fiduciary duty to the City to violate this confidentiality requirement.

- C. Waiver of confidentiality. No council member can, by him/herself, waive these privileged communications. Only the Council, as a whole, can do waive the confidential nature of these communications.
- D. Scope of executive sessions. All discussion/presentation of materials must pertain to the announced matters at the commencement of session and must be matters for which executive sessions are allowed pursuant to the City Code and/or Open Meetings law
- E. Duty to limit scope. If matters occur during an executive session that are outside of scope of announced matters at the commencement of session or which violate City Code and/or the Open Meetings law, each Council member has an affirmative duty to immediately bring this to the attention of the Mayor during the executive session.

VII. Remedies/Sanctions for violation of Code of Conduct

- A. Persons for whom compliance with this Code of Conduct would violate the Americans with Disabilities Act shall furnish proof of their disability when requested.
- B. As provided above, a council member may be removed from a meeting and/or fined for specific violations of decorum.
- C. Serious and/or continuing violations of this Code of Conduct and/or a violation of a crime involving dishonesty or moral turpitude should give rise to conscientious questions as to whether or not the Council Member shall voluntarily resign.
- D. Sanctions may include remedial or educational training on the subject of the violation intended to prevent future violations of this Code of Conduct.
- E. If a Council member violates the Code of Conduct during a Council Meeting, either the mayor or another member of Council shall raise a Point of Order as set for in the Rules of Procedure and state the actual violation of the Code of Conduct. The Mayor shall determine the issue and if the Mayor finds the behavior violated the Code of Conduct, the Mayor shall ask the offending Council member to apologize. Egregious and continued inappropriate behavior during a meeting can result, with a two thirds vote of the members of council present, public censure by the Council and/or expulsion from the meeting at which the inappropriate conduct occurs
- F. If a Council member violates the Code of Conduct outside of a City Council meeting, the violation shall be brought to the Mayor's attention by the City Manager, City Attorney or a City Council member. Any member of the public making such a complaint shall be directed to bring the complaint to the Mayor's

attention. The Mayor shall attempt to resolve this matter before the next regular or special city council meeting. The Mayor if the matter is not resolved to the satisfaction or the Mayor or to the satisfaction of the offending Council member, this shall be placed on the next regular City Council agenda, or on the agenda of special Council meeting. At that Council meeting, this matter shall be discussed and determined by the City Council who shall determine whether or not the offending City Council member shall be publicly censured or otherwise reprimanded. Such vote shall be by a vote of two thirds of the members of Council present at that meeting.

- G. Violation of Executive Session. If a Council member violates the sanctity and/or confidentiality of an Executive Session, he/she may be publicly censured and may be asked to resign. If such conduct continues, the City Council may seek injunctive or other relief from the Courts. Any public censor or request for resignation shall be by a two thirds vote of the members of Council present at that meeting.
- H. Violation of this Code of Conduct by an appointee of Council is grounds for removal from office and/or public censure which removal or censure may be made only by a two thirds vote of the members of City Council present at that meeting.
- I. If the violation of the Code of Conduct is by the Mayor, all references to the Mayor above, shall instead refer to the Mayor Pro Tem.
- J. The decision of the City Council is final on all sanctions for violation of the Code of Conduct.

VIII. **Personal Expectations.** Upon adoption by the City Council of this Code of Conduct and/or upon adoption of amendments to this Code of Conduct, each Council member shall sign a copy of the Code of Conduct and shall agree to abide by the Code of Conduct and shall approve the following statements:

- A. Responsibility.
 - 1. I understand that the community expects me to serve with dignity and respect and be an agent of the democratic process.
 - 2. I avoid actions that might cause the public to question my independent judgment.
 - 3. I do not use my office or the resources of the city for personal or political gain.
 - 4. I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its citizens.
 - 5. I will follow and abide by this Code of Conduct and agree to resign my office upon egregious violations of this Code of Conduct.

B. Fairness.

1. I promote consistency, equity and non-discrimination in public agency decision making.
2. I make decisions based on the merits of an issue, including research and facts.
3. I encourage diverse public engagement in decision-making processes and support the right of the public to have access to public information concerning the conduct of the city's business.

C. Respect.

1. I treat my fellow city officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

D. Integrity.

1. I am honest with all elected officials, staff, commission members, boards, and the public.
2. I am prepared to make decisions for the best interest of the public whether those decisions are popular or not.
3. I take responsibility for my actions even when it is uncomfortable to do so.

City of Glenwood Springs

Charter and Municipal Code Provision Summary

Colorado Open Meetings Summary

Notes - Prepare by Charlie Willman, Third Ward Councilperson - May & June 2020

I. Charter - Article III - City Council

- A. 3.1 - powers include “to preserve and enforce good government.”
- B. 3.3 - Mayor - presiding officer and “required to vote”
- C. 3.5 Vacancies - created by
 - 1. Recall
 - 2. Death
 - 3. Incapacitation
 - 4. Resignation
 - 5. Missing three consecutive regular meeting of City Council
 - 6. Becomes a non resident of City
 - 7. Becomes a non resident of Ward for which Councilperson is elected
- D. 3.6 Oath of Office includes “faithfully perform the duties of his or her office.”
- E. 3.10 Council-Administration Relations - conducted solely through the City Manager and no member “shall give orders to any of the subordinates of the City Manager
- F. 7.1 - Boards and Commissions - shall operate in accordance with the rules of procedure set forth by Council
- G. 13.12 Violations of Charter and Municipal Code - misdemeanor with fine of up to \$1000 and imprisonment of up to one year.

II. Municipal Code 020

- A. 020.010 - Council
 - 1. .010 - powers as noted above - and to establish “policy for all boards and commissions per 020.020.010
- B. 020.020 - Boards and Commissions
 - 1. .020 (15) - mayor may appoint up to two Council members to act as liaison between Council and a Board or Commission
 - 2. .040 (d) members shall be subject to removal, at any time, by City Council
- C. 020.030 - Conduct and Procedures for Meetings
 - 1. .030 (1) work sessions are
 - a. to be “devoted exclusively to matters regarding which the interchange of information preliminary to taking action there is deemed to be essential.”
 - b. No formal votes are taken nor “shall any member enter into a commitment with another respecting a vote to be taken subsequently at a formal meeting.”
 - c. “To encourage the interchange of ideas at work sessions, it shall be standing policy that individual members not be quoted on ideas that they propose.”

2. **.030 (2) conference sessions seem to be the same as work sessions in definition**
- D. 020.050 - Open Meetings - Executive Sessions
1. Open except Council may conduct executive sessions (note - no provision for Boards and Commissions to hold executive sessions).
 2. Executive Session
 - a. only during regular or special meeting of Council
 - b. No final policy decision, resolution, rule, regulation, formal action or approving a contract or to pay money can be made.
 - c. Limited to:
 - (1) Consider the appointment, employment or dismissal of the City Manager, Municipal Judge or City Attorney.
 - (2) Hear charges or complaints brought against the City Manager, Municipal Judge or City Attorney.
 - (3) Hear testimony and statements concerning persons proposed as members of a board or commission.
 - (4) Legal matters which come within the attorney-client privilege.
 - (5) Discussions with the Chief of Police, District Attorney or their appointed representatives on matters posing a threat to the security of public buildings, public services or facilities.
 - (6) To determine the City's position relative to issues that may be subject to negotiation, to receive reports on negotiation progress and status, to develop strategy and to instruct the City's negotiators.
- E. 020.070 - agendas -
1. Roll call
 2. "An agenda shall also include approval of minutes of previous meetings, **reports from boards and commissions**, old business, new business, communications, citizens appearing before the Council, introduction and adoption of resolutions and ordinances, **departmental reports** and adjournment.
 3. Only matters on agenda may be considered at regular meetings unless a majority of council approves - (**Note** - cannot add items to special meetings.)
- F. 020.080 - Presiding officer is Mayor or in absence Mayor Pro Tem - provisions if both are missing
- G. 020.090 - Conduct of meetings
1. 1.b. Every Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.
 2. 1.c. A member, once recognized, shall not be interrupted while speaking unless it be to call him/her to order or as may be otherwise provided. If a member, while speaking, is called to order, he/she shall cease speaking

until the question of order is determined; and, if in order, he/she shall be permitted to proceed.

3. 2.c. Members of public limited to **five minutes** unless presiding officer grants an extension (Note - 2.e. - if council asks questions - not part of five minutes)
4. 2.d. - comments must be addressed to council as a whole and not to any specific member and questions should be directed to Council through the presiding officer.
5. 2.f. - after public comment is closed - all further debate is Council only
6. 2.g. - prior to comment - presiding officer sees how many persons want to comment on an issue - if more than 5 members of public - can limit time to less than five minutes
7. 3. – “Any person who makes personal, impertinent or slanderous remarks while Council is in session or who shall become boisterous while addressing the Council shall be forthwith barred from further audience before the Council by the presiding officer unless permission to continue is granted by a majority vote of the Council. The Chief of Police, or such member or members of the Police Department as he/she may designate, shall be the sergeant-at-arms of the Council meetings. He/she shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon the instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove any person from the Council meeting who violates the order and decorum of the meeting.” **(Note - does not seem to be limited to public and could be implied to apply to council members.)**
8. 4 - Robert’s Rule of Order applies

H. 030.100 - Voting

1. (1)The City Clerk calls the name of each Council Member and the “yes” or “no” of each shall be recorded in minutes
2. (5) “Council Members not entitled to vote on a motion because of personal or private interest shall be deemed present for purposes of determining whether or not a quorum is present.”
3. **(Note - does not seem to allow for abstaining)**

I. 030.110 - Board and Commissions meeting conducted the same except as it pertains to preparing agenda.

III. Municipal Code 020.040 - Conflict of Interest

- IV. Open Meeting Law - Colorado Revised Statutes 24-6-401 et. seq.
- A. §402(1)(b) - "Meeting" means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.
 - B. §402(2)(b) - All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times.
 - C. §402(2)(c) - Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The posting shall include specific agenda information where possible.
 - D. §402(2)(d.5)(II)(C) & (D) -
 - 1. (C) If a court finds, upon application of a person seeking access to the record of the executive session of a local public body in accordance with section 24-72-204 (5.5) and after an in camera review of the record of the executive session, that the local public body engaged in substantial discussion of any matters not enumerated in subsection (4) of this section or that the body adopted a proposed policy, position, resolution, rule, regulation, or formal action in the executive session in contravention of subsection (4) of this section, the portion of the record of the executive session that reflects the substantial discussion of matters not enumerated in subsection (4) of this section or the adoption of a proposed policy, position, resolution, rule, regulation, or formal action shall be open to public inspection pursuant to section 24-72-204 (5.5).
 - 2. (D) No portion of the record of an executive session of a local public body shall be open for public inspection or subject to discovery in any administrative or judicial proceeding, except upon the consent of the local public body or as provided in sub-subparagraph (C) of this subparagraph (II) and section 24-72-204 (5.5).
 - E. §402(2)(e) - does not apply to any chance meeting or social gathering at which discussion of public business is not the central purpose.
 - F. §402(4) - The members of a local public body subject to this part 4, upon the announcement by the local public body to the public of the topic for discussion in the executive session, including specific citation to this subsection (4) authorizing the body to meet in an executive session and identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized, and the affirmative vote of

two-thirds of the quorum present, after such announcement, may hold an executive session only at a regular or special meeting and for the sole purpose of considering any of the following matters; except that no adoption of any proposed policy, position, resolution, rule, regulation, or formal action, except the review, approval, and amendment of the minutes of an executive session recorded pursuant to subsection (2)(d.5)(II) of this section, shall occur at any executive session that is not open to the public:

- (a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;
- (b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to satisfy the requirements of this subsection (4).
- (c) Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session.
- (d) Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law;
- (e) (as applicable to municipalities) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.
- (f) (as applicable to municipalities) Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. The provisions of this paragraph (f) shall not apply to discussions concerning any member of the local public body, any elected official, or the appointment of a person to fill the office of a member of the local public body or an elected official or to discussions of personnel policies that do not require the discussion of matters personal to particular employees.
- (g) Consideration of any documents protected by the mandatory nondisclosure provisions of the "Colorado Open Records Act", part 2 of article 72 of this title; except that all consideration of documents or records that are work product as defined in section 24-72-202 (6.5) or that are subject to the governmental or deliberative process privilege shall occur in a public meeting unless an executive session is otherwise allowed pursuant to this subsection (4)



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Bid 2020-032 Award to Graybar for Fiber Optic Cable Purchase for the to City's Fiber to Home Project

Action Requested: Approval of Bid 2020-032 Award to Graybar for Fiber to Home Cable Materials at a fee of \$89,500.50.

Department: Broadband

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs has taken the staged approach with material procurement with the Fiber to Home project. With limited storage capacity and ever changing availability we have found this staged process to work well thus far. Bid 2020-032 included the remaining cable needs for the entirety of the project, thus any other material purchase RFPs put in front of Council for the FTH project will be for parts and pieces of the system, not cable.

Graybar was selected from the group that submitted bids mainly based on timing of delivery. The installation team is running short on materials due the rapid installation process we have moved toward and the other bids provided per the RFP have lead times between 20 and 26 weeks, or up to half a year. Graybar has the material needed in stock and can be shipped immediately. Lost time on the project will be more costly than the small additional fee to be paid for the material currently available. The proforma/budget for the FTH project allocated \$96,800 for these materials to be purchased, so the proposal is still under the budgeted amount.

Issues: None at this time.

Staff Recommendation: Staff is Recommending Approval of Bid 2020-032 to Graybar for Fiber to Home Cable Materials at a fee of \$89,500.50.

Exhibit A, Specifications
and Bid Schedule

Graybar			Border States			Inspired Solutions			Irby			PT Supply			Wesco			Western United			
Best Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time
Graybar - 12/22/2020 @ \$0.329	\$ 0.329	\$4,939.50	Due in Denver stock 12/22/2020	\$ 0.300	\$4,500.00	26 weeks	\$ 0.342	\$5,131.00	JANUARY 2021	\$ 0.320	\$4,800.00	22-24 WEEKS	0.30001	\$4,500.15	28 WEEKS ARO	\$ 0.315	\$4,725.00	Q1	\$ 0.297	4,455.00	LATE Q1 2021
Graybar - Stock @ \$0.825	\$ 0.825	\$ 27,810	DENVER STOCK	\$ 0.810	\$ 28,350	26 weeks	\$ 0.920	\$ 32,186	JANUARY 2021	\$ 0.850	\$ 29,750	22-24 WEEKS	0.80968	28,338.80	28 WEEKS ARO	\$ 0.850	\$29,750.00	Q1	\$ 0.806	28,210.00	LATE Q1 2021
Total		\$ 32,749	Total		\$ 32,850	Total		\$ 37,317	Total		\$ 34,550	Total		32,838.95	Total		\$ 34,475	Total		32,665.00	

	Graybar			Border States			Inspired Solutions			Irby			PT Supply			Wesco			Western United		
	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time
Inspired Solutions - January 2021 @ \$0.377	\$ 0.408	\$ 6,123	25-28 weeks	0.38	5,700.00	26 weeks	\$ 0.377	\$ 5,660	JANUARY 2021	\$ 0.350	\$ 5,250	22-24 WEEKS	0.37975	\$5,696.25	28 WEEKS ARO	0.40000	\$6,000.00	Q1	\$ 0.376	5,640.00	LATE Q1 2021
Inspired Solutions - January 2021 @ \$0.977	\$ 0.987	\$ 34,542	25-28 weeks	\$ 0.940	\$ 32,900	26 weeks	\$ 0.977	\$ 34,188	JANUARY 2021	\$ 0.900	\$ 31,500	22-24 WEEKS	0.94845	\$33,195.75	28 WEEKS ARO	1.00000	\$35,000.00	Q1	\$ 0.932	32,620.00	LATE Q1 2021
	Total	\$ 40,665		Total	\$ 32,900		Total	\$ 39,848		Total	\$ 36,750		Total	\$38,892.00		Total	\$41,000.00		Total	38,260.00	

Graybar				Border States			Inspired Solutions			Irby			PT Supply			Wesco			Western United			
	Cost Per Foot	Total Cost	Lead Time		Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time
Graybar - Denver Stock @ \$0.271	\$ 0.271	\$ 4,063	Denver Stock		\$ 0.330	\$ 4,950	26 weeks	\$ 0.339	\$ 5,082	JANUARY 2021	\$ 0.320	\$ 4,800	22-24 WEEKS	0.29782	4,467.30	28 WEEKS ARO	0.31400	4,710.00	Q1	\$ 0.324	4,860.00	LATE Q1 2021
	Total	\$ 4,063		Total	\$ 4,950		Total	\$ 5,082		Total	\$ 4,800		Total	4,467.30		Total	4,710.00		Total	4,860.00		

Graybar			Border States			Inspired Solutions			Irby			PT Supply			Wesco			Western United			
	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time	Cost Per Foot	Total Cost	Lead Time
Graybar - Denver Stock @ \$0.136	\$ 0.136	\$3,810.80	Denver Stock	\$ 0.130	3,640.00	26 weeks	\$ 0.141	\$3,942.00	JANUARY 2021	\$ 0.130	\$3,640.00	22-24 WEEKS	0.12462	\$3,489.36	28 WEEKS ARO	0.13100	\$3,668.00	Q1	\$ 0.123	3,444.00	LATE Q1 2021
Graybar - Denver Stock @ \$0.271	\$ 0.271	\$48,877.20	Denver Stock	\$ 0.210	\$37,800.00	26 weeks	\$ 0.233	\$41,976.00	JANUARY 2021	\$ 0.210	\$37,800.00	22-24 WEEKS	0.20465	\$36,837.00	28 WEEKS ARO	0.22000	\$39,600.00	Q1	\$ 0.205	36,900.00	LATE Q1 2021
Total		\$52,688.00	Total		\$41,440.00	Total		\$45,918.00	Total		\$41,440.00	Total		\$40,326.36	Total		\$43,268.00	Total		40,344.00	

Graybar		\$ 89,500.50	\$ 79,240.00		\$ 88,317.00		\$ 80,790.00		\$ 77,632.61		\$ 82,453.00		\$ 77,869.00	
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City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item:	Senior Programs Advisory Board Staff Member Appointment for 2021
Action Requested:	Confirm Brian Smith, Parks and Recreation Director, as the City of Glenwood Springs' representative on the Garfield County Senior Programs Advisory Board, with Tom Schwenk, Community Programs Coordinator as Alternate.
Department:	Parks & Recreation
Presented By:	Brian Smith, Recreation Director
Background Info:	The Garfield County Senior Programs Advisory Board is made includes representatives from agencies in Garfield County including Garfield County, Colorado Mountain College, City of Glenwood Springs, City of Rifle, Roaring Fork Transportation Authority, Town of New Castle, Town of Carbondale, Town of Silt, and Garfield County Council on Aging. The Board works to enable independence, dignity, health and nutritional well-being of seniors and people with disabilities living in Garfield County. There are ten members appointed to the Board with seven members present to constitute a quorum. Each member shall execute their responsibilities in accordance with Sections 19-1-303 and 19-1-307, C.R.S., as amended, and shall be required to sign a confidentiality agreement. The Board meets at 9:00 a.m. on the fourth Friday of every month and the meetings generally last about two hours. The term of membership shall be for the entire 2021 fiscal year (January – December). The representatives designated as Senior Programs Board members are expected to participate and attend meetings. Alternate members may be designated but must be approved by the BOCC. Confirmed Representatives should be submitted to the County Senior Programs Manger by December 9th for the Garfield County Board of County Commissioners December 21st meeting.
Issues:	None
Staff Recommendation:	Confirm Brian Smith, Parks and Recreation Director, as the City of Glenwood Springs' representative on the Garfield County Senior Programs Advisory Board, with Tom Schwenk, Community Programs Coordinator as Alternate.



Department Of Human Services

West Office:
195 W. 14th Street, Building B
Rifle, CO 81650
Phone: (970) 625-5282
(800) 530-5392
Fax: (970) 625-0927

MAILING ADDRESS:
195 W. 14th Street, Building B
Rifle, CO 81650

East Office:
108 8th Street Suite 300
Glenwood Springs, CO 81601
Phone: (970) 945-9191
(800) 530-3891
Fax: (970) 928-0465

October 30, 2020

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

RE: Garfield County Senior Programs Board Representatives for 2021

Dear Ms. Figueroa,

On behalf of the seniors in Garfield County and the Senior Programs Advisory Board, thank you for your continued involvement and participation in the Senior Nutrition, Transportation Program and Well and Wise Exercise/Education Classes.

It is time to choose your representative to the Senior Programs Advisory Board for 2021. The Board meets at 9:00 a.m. on the fourth Friday of every month and the meetings generally last about two hours. In 2020 meetings were held at the New Castle Community Center or occurred via Teams. Just a reminder that the bylaws state "The Senior Programs Board shall consist of ten (10) members recommended by and representatives of the listed organizations, all of whom shall be appointed by the BOCC.

<u>Entity</u>	<u>Number of Representatives</u>	
Garfield County	1	
Colorado Mountain College	1	
City of Glenwood Springs	1	
City of Rifle	1	
Roaring Fork Transportation Authority	1	
Town of New Castle	1	
Town of Carbondale	1	
Town of Silt	1	
Garfield County Council on Aging	2	consumer advocates

The term of membership shall be for the entire 2021 fiscal year (January – December), though we normally do not hold meetings in November and December. Membership shall be voluntary. The representatives designated as Senior Programs Board members are expected to participate and attend meetings. Alternate members may be designated but must be approved by the BOCC.

Each member organization may have its alternate representative attend Senior Programs Board meetings as an alternate non-voting member, or be designated as a voting member in the absence of the member. In the case that a member leaves his/her organization, the alternate, if any, or the agency which the member represented, shall be contacted regarding membership on Senior Programs Board.

Each member shall be advised of the confidential nature of his/her responsibilities in accordance with Sections 19-1-303 and 19-1-307, C.R.S., as amended, and shall be required to sign a confidentiality agreement.

In the event a member of this Board should miss three consecutive regularly scheduled meetings without just cause, that member's position may be declared vacant by the Senior Programs Board and the BOCC may appoint some qualified person for the remainder of that term from that organization.

A super majority of the membership (2/3 of the membership or 7 members) constitutes a quorum necessary to conduct business."

There are ten members to the Board with seven members present to constitute a quorum. Therefore, I'd like to suggest that each organization designate an alternate member that can be presented to the Board of County Commissioners for appointment. **Your current Senior Programs Advisory Board representatives are Brian Smith with alternate Tom Schwenk.**

I would appreciate your contacting me by **December 9th** with the name of your representative and their alternate so I can prepare the information for the Garfield County Board of County Commissioners December 21st meeting. Please contact me at (970) 945-9191 extension 3061 or by email at jumartin@garfield-county.com should you have any questions.

Sincerely,

Judy Martin,
Manager, Senior Programs



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item:	Cardnell Substation Transmission to Load Interconnection, Construction and Operating Agreement and MEAN Funding Agreement
Action Requested:	Approval of the Cardnell Substation Transmission to Load Interconnection, Construction and Operating Agreement between the City of Glenwood Springs, MEAN and PSCO and approval of the MEAN-City of Glenwood Springs Funding Agreement with authorization of the Mayor to sign both agreements.
Department:	Public Works
Presented By:	Matthew Langhorst, Public Works Director
Background Info:	The City of Glenwood Springs Electric Department, City Legal Council and MEAN staff have been working on the Interconnection Agreement with PSCO for the new Cardnell Substation for almost 2 years now. PSCO/Xcel has taken the stance on the interconnect project that the City of Glenwood Springs is not the authorized agent that they are required to work with on the agreement, but that the Interconnect Agreement has to be mpassed through and signed by MEAN, along with the City of Glenwood Springs. This "middle man" position that MEAN is being put into complicates the agreement with PSCO and requires a secondary funding agreement between the City of Glenwood Springs and MEAN so that MEAN knows that they will not be paying anything out of pocket for our substation project. Attached to the staff report are both the PSCO/MEAN/GWS agreement along with the second MEAN/GWS agreement. Both have been reviewed thoroughly by staff, city legal council and MEAN legal council and we are comfortable with the terms of the agreements. If council agrees to these items, the next step in the process will be providing PSCO a letter of credit for the amount noted within the agreement, and PSCO will commence design work with construction slated for 2021. The substation construction will be completed in 2020 by the City of Glenwood Springs and the new substation interconnect conduit and wire will be installed in 2021. This agreement process has put the substation electrification timing behind our original schedule, but since this facility is part of the future planning for West Glenwood this schedule shift has not created any timing issues for the City.
Issues:	None at this time.
Staff Recommendation:	Staff is recommending approval of the Cardnell Substation Transmission to Load Interconnection, Construction and Operating Agreement between the City of Glenwood Springs, MEAN and PSCO and approval of the MEAN-City of Glenwood Springs Funding Agreement with authorization of the Mayor to sign both agreements.

CARDNELL SUBSTATION

TRANSMISSION TO LOAD INTERCONNECTION, CONSTRUCTION AND OPERATING AGREEMENT

BETWEEN

PUBLIC SERVICE COMPANY OF COLORADO

AND

MUNICIPAL ENERGY AGENCY OF NEBRASKA

AND

CITY OF GLENWOOD SPRINGS, COLORADO

Dated: _____, 2020

Version 0.0.0

PREAMBLE

This Transmission to Load Interconnection, Construction and Operating Agreement ("Agreement") Providing for Transmission-to-Load Interconnection among Public Service Company of Colorado and the MUNICIPAL ENERGY AGENCY OF NEBRASKA, and the City of Glenwood Springs, Colorado is made and entered into this ____ day of _____, 2020, by and among MUNICIPAL ENERGY AGENCY OF NEBRASKA, hereinafter referred to as or "MEAN", its successors and assigns, PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, hereinafter referred to as "PSCo" or "Transmission Provider", and the City of Glenwood Springs, Colorado, hereinafter referred to as "City of Glenwood Springs". MEAN, City of Glenwood Springs and PSCo may be referred to individually as a "Party" or collectively as the "Parties".

EXPLANATORY RECITALS

WHEREAS, MEAN is a political subdivision of the State of Nebraska, engaged in generating, purchasing, and transmitting electric energy to its participating municipalities; and

WHEREAS, PSCo and MEAN executed the Service Agreement for Network Integration Transmission Service, dated June 27, 2019, ("Network Agreement") under PSCo's Open Access Transmission Tariff (OATT). The Network Agreement allows MEAN to designate new load points to its Network Load as defined in Part III of the OATT;

WHEREAS, MEAN has requested that PSCo add a new Network Load delivery point called the Cardnell Substation;

WHEREAS, City of Glenwood Springs, which is a member of MEAN, requested that MEAN add a new interconnection point called the Cardnell Substation;

WHEREAS, PSCo has determined that the Cardnell Substation is being constructed for the sole use and benefit of MEAN on behalf of the City of Glenwood Springs and so are Direct Assignment Facilities;

WHEREAS, The Parties have been working together to determine a mutually agreeable location for the new Cardnell Substation in the City of Glenwood Springs's service territory;

WHEREAS, the Parties agree to execute this Agreement to provide the terms and conditions for interconnection of City of Glenwood Springs' facilities with PSCo's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of the property, assets and facilities of PSCo and the City of Glenwood Springs; and

WHEREAS, The Parties desire to provide for a permanent point of delivery at the Cardnell Substation and set forth the terms and conditions for the parties' respective responsibilities for the funding, design, engineering, procurement, construction, ownership, operation, and maintenance of the facilities at the Cardnell Substation.

AGREEMENT

NOW, THEREFORE, the Parties incorporate the above Recitals into this Agreement, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1** "Affiliate" shall have the meaning set forth in Section 1.1 of the Tariff.
- 1.2** "Applicable Law" shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.
- 1.3** "Business Day" shall mean Monday through Friday, excluding U.S. federal holidays that fall on those days.
- 1.4** "City of Glenwood Springs' Electric System" shall mean the City of Glenwood Springs' system comprised of transmission or distribution facilities.
- 1.5** "EEE" shall mean the Electrical Equipment Enclosure on the substation property.
- 1.6** "Direct Assignment Facilities" shall mean facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.
- 1.7** "Effective Date" shall have the meaning set forth in Article 3.1.
- 1.8** "Emergency" shall mean a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.
- 1.9** "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or its successor.
- 1.10** "Financing Party" shall have the meaning set forth in Article 18.
- 1.11** "Force Majeure" shall have the meaning set forth in Article 10 of the Tariff.
- 1.12** "Good Utility Practice" shall have the meaning set forth in Article 1 of the Tariff.

- 1.13** “Governmental Authority” shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Transmission Provider or any Affiliate of MEAN or PSCo.
- 1.14** “Hazardous Substances” shall have the meaning set forth in Article 1 of the Tariff.
- 1.15** “Indemnified Party” shall have the meaning set forth in Article 17.2.
- 1.16** “Interconnection Guidelines” shall mean Xcel Energy’s Interconnection Guidelines For Transmission Interconnected Customer Loads, as they may be revised from time to time by Transmission Provider and posted on Transmission Provider’s website (www.xcelenergy.com).
- 1.17** “NERC” shall mean the North American Electric Reliability Corporation or its successor organization.
- 1.18** “Planned Outage” shall mean action by (a) City of Glenwood Springs to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Article 8.2, or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Article 8.2.
- 1.19** “Point of Change of Ownership” shall mean the physical point or points at which City of Glenwood Springs ’s facilities interconnect with PSCo’s facilities, as depicted in Attachment B.
- 1.20** “PSCo’s Electric System” shall mean PSCo’s system comprised of transmission or distribution facilities.
- 1.21** “Reasonable Efforts” shall mean, with respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.22** “Reliability Standards” shall mean mandatory reliability standards adopted by NERC or WECC and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by City of Glenwood Springs and Transmission Provider, respectively.
- 1.23** “Reliability Standard Compliance Responsibility” shall mean the column titled “Reliability Standard Compliance Responsibility” set forth in the Ownership, Construction, Operating and Cost Responsibility Table for each substation attached hereto as Attachment A.

- 1.24** "Protection System" shall mean (1) for purposes of Reliability Standard Compliance Responsibility: (a) protective relays which respond to electrical quantities, (b) communications systems necessary for correct operation of protective functions, (c) voltage and current sensing devices providing inputs to protective relays, (d) station dc supply associated with protective functions (including station batteries, battery chargers, and non-battery-based dc supply) and (e) control circuitry associated with protective functions through the trip coil(s) of the circuit breakers or other interrupting devices and (2) for purposes other than Reliability Standard Compliance Responsibility: (a) protective relays which respond to electrical quantities and (b) communications systems necessary for correct operation of protective functions.
- 1.25** "Security" shall mean an irrevocable standby letter of credit, cash, or other form of security in a form acceptable to PSCo.
- 1.26** "Tariff" or "OATT" shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.
- 1.27** "Term" shall mean the period of time during which this Agreement shall remain in force and effect.

ARTICLE 2 SCOPE AND OBLIGATIONS OF PARTIES

- 2.1** PSCo shall provide Transmission Service to MEAN at the new Cardnell Substation as described in MEAN's Network Integration Transmission Service Agreement.
- 2.2** The Parties' responsibilities regarding funding, design, construction, operation, and maintenance of the Cardnell Substation are as set forth below.
- 2.3** PSCo shall own, operate and maintain all 69kV high side transmission facilities from the Transmission Provider's 69kV Line 6584 to the Point of Change of Ownership at the line side of the City of Glenwood Spring's 69kV switch 1CN202, as shown in Attachment B ("PSCo's Transmission Facilities"). Such facilities are Direct Assignment Facilities.
- 2.4** PSCo shall, at MEAN's expense, engineer, design and construct PSCo's Transmission Facilities.
- 2.5** The Parties will make Reasonable Efforts to coordinate activities performed in the execution of their respective responsibilities in order to provide for efficient and timely completion of the design.
- 2.6** The City of Glenwood Springs shall provide, at no cost to PSCo, "in fee" ownership of suitable land to construct and maintain its transmission facilities, as described in Article 2.3 and shown in Attachment B.

- 2.7** The City of Glenwood Springs, at its own expense, shall design, install, own, operate, and maintain the Cardnell Substation from the Point of Change of Ownership at the line side of the Customer's 69kV switch 1CN202, as shown in Attachment B ("City of Glenwood Springs' Facilities").
- 2.8** Ownership, Construction, Operation and Cost Responsibilities are as detailed in Attachment A; Summary of Ownership, Operation, & Maintenance Provisions for the New Cardnell Substation.
- 2.9** PSCo and City of Glenwood Springs shall have the right to have an authorized representative inspect the facilities of the other party at any time during construction. Reasonable advance notification of any inspection activities shall be provided.
- 2.10** No Party shall require of the other Parties a fee or otherwise charge or assess losses for such use.
- 2.11** The Parties will coordinate efforts in the execution of their respective responsibilities in order to provide for efficient and timely completion of the design and construction work detailed in this Agreement.
- 2.12** No Party will be obligated to begin construction on its respective facilities at, or related to its respective facilities, until all required permits and regulatory filings/approvals for project completion have been secured.
- 2.13** The estimated date for completion of all engineering, design and construction work covered under this agreement is shall be approximately one year after this agreement is effective.
- 2.14** City of Glenwood Springs and MEAN acknowledge that all amounts due under this Agreement are subject to the separate Funding Agreement between the City of Glenwood Springs and MEAN regarding PSCo's Transmission Facilities.

ARTICLE 3 EFFECTIVE DATE AND TERM

3.1 Term and Filing.

This Agreement shall become effective on the later of _____, 202__ or 60 days after the filing this Agreement with the FERC for this Cardnell Substation ("Effective Date"). Unless terminated earlier in accordance with Article 3.2 below this Agreement shall remain in effect for an initial period of one (1) year from the Effective Date ("Initial Period"), and from year to year thereafter, but shall be subject to termination by any Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than two (2) months prior to the end of the Initial Period and/or anniversary date. In the event of termination under this Section 3.1, PSCo shall refund to MEAN all

Security remaining after payment of amounts due to the date of termination. If Security provided was cash, this will be refunded with interest.

In the event any Party provides notice of termination of this Agreement under this Article 3.1, and the City of Glenwood Springs still requires the interconnection with PSCo's Transmission Facilities to serve loads on the City of Glenwood Springs' Electric System, the City of Glenwood Springs and PSCo shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If City of Glenwood Springs no longer requires the interconnection with PSCo's Transmission Facilities, then, upon termination of this Agreement, Transmission Provider may, at its sole discretion and at City of Glenwood Springs expense, permanently disconnect or remove the facilities used for interconnection, provided such expense is just and reasonable and not unduly discriminatory.

- 3.2 Early Termination.** Notwithstanding the term specified in Article 3.1, this Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; (b) by any Party pursuant to and in accordance with Article 18 in the event of any material breach of this Agreement by any other Party, provided, such termination shall be subject to FERC approval as set forth in Article 18.3 of this Agreement; (c) by the City of Glenwood Springs if funds necessary to meet the City's financial obligations under this Agreement are not appropriated, budgeted or otherwise available, in which case the Agreement shall terminate automatically after the City of Glenwood Springs provides notice, on the first fiscal year, for which funds are not appropriated; or (d) by MEAN if the City of Glenwood Springs ceases to be a total requirements customer of MEAN.

In the event of termination under this Section 3.2, PSCo shall refund to MEAN all Security remaining after payment of amounts due to the date of termination. If Security provided was cash, this will be refunded with interest.

- 3.3 Survival.** Certain provisions of this Agreement shall continue in effect after termination of this Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to (1) MEAN's payment for costs incurred by PSCo to the date of termination for the design or construction of PSCo's Transmission Facilities, (2) City of Glenwood Springs's operation and maintenance of the City of Glenwood Springs' Facilities, (3) the disconnection of the City of Glenwood Springs' Facilities from PSCo's Electric System, (4) final billings and adjustments related to the period prior to termination, (5) indemnification, and (6) payment of any money due and owing to any other Party pursuant to this Agreement.

ARTICLE 4

CONTROL & POSSESSION OF THE PSCO AND CITY OF GLENWOOD SPRINGS FACILITIES

- 4.1** This Agreement applies only to those facilities specifically described herein; PSCo and City of Glenwood Springs shall retain possession and control of their respective interconnected facilities and this Agreement shall not be construed as providing any rights or controls beyond those specified and agreed to herein.

- 4.2 PSCo's Transmission Facilities shall be operated by PSCo pursuant to its operating procedures. The City of Glenwood Springs' Facilities shall be operated by the City of Glenwood Springs pursuant to its operating procedures.

ARTICLE 5 ATTACHMENTS

- 5.1 Inasmuch as the facilities and the conditions for ownership, operations, and maintenance of such facilities may change during the term of this Agreement, they shall be set forth in Attachment A as formulated and modified from time to time. The initial Attachment A, Summary of Ownership, Operation and Maintenance Provisions for Facilities at the Cardnell Substation, is attached hereto and made a part hereof, and shall be in force and effect unless superseded by a subsequent Attachment A approved by the Parties.
- 5.2 Attachment B is the one-line diagram for the Cardnell Substation.

ARTICLE 6 FUTURE AGREEMENTS

- 6.1 PSCo and MEAN agree to amend the Network Agreement to add the Cardnell Substation as a new Delivery Point, and identify the associated facilities as Direct Assignment Facilities

ARTICLE 7 OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

- 7.1 **Summary Description.** Attachment A, which is attached hereto and made a part hereof, provides a description of the PSCo and City of Glenwood Springs electrical facilities at the Cardnell Substation.
- 7.2 Design and specification of system protection facilities including protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear and transformers shall be subject to the Transmission Provider's review and approval, which approval shall not be unreasonably withheld or delayed. All system protection facilities must be in compliance with applicable laws, rules and regulations, Good Utility Practice and the requirements set forth in this Agreement. PSCo and City of Glenwood Springs may be required to install, operate and maintain facilities and equipment required for Transmission Provider to comply with applicable frequency-based, voltage-based and manual load shedding obligations established by Reliability Standards. Transmission Provider shall require the City of Glenwood Springs to install such facilities or equipment only to the extent it imposes comparable obligations on Transmission Provider's native load customers.
- 7.3 **Modifications to Facilities.** (a) PSCo and City of Glenwood Springs may undertake modifications to their respective facilities which shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice; provided however, if (1) City of Glenwood Springs proposes (i) to make any change or modification to the configuration or operation of City of Glenwood Springs' Facilities which may impact PSCo's Electric System, or

(2) Transmission Provider proposes to make any change or modification to the configuration or operation of PSCo's Transmission Facilities which may impact City of Glenwood Springs' Facilities, (i) the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to the commencement of any work, and (ii) the Parties shall negotiate, in good faith, an amendment to this Agreement as may be necessary to address the proposed change.

(a) Information provided under Article 21 may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the PSCo or City of Glenwood Springs' Facilities. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Parties at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

(b) To the extent City of Glenwood Springs is the Party modifying its facilities, City of Glenwood Springs shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade City of Glenwood Springs' Facilities consistent with Applicable Law, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. City of Glenwood Springs shall own any modifications to City of Glenwood Springs' Facilities.

- 7.4 Ownership of Facilities.** Ownership of facilities is set forth in Attachment A. Nothing herein shall waive Parties' rights or entitlements under Applicable Law.
- 7.5 Construction.** The Parties agree construction-related activities for their respective facilities shall not commence until all necessary federal, state, local and regulatory permits, permissions or approvals have been obtained, and the Parties have agreed to a final construction schedule.
- 7.6 Reliability Standards.** City of Glenwood Springs shall be responsible for compliance with all Reliability Standards applicable to the City of Glenwood Springs' Electric System; and Transmission Provider shall be responsible for compliance with all Reliability Standards applicable to PSCo's Electric System. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Parties to demonstrate compliance.
- 7.7 Interconnection Guidelines.** The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the point of interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications

thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition ("SCADA") equipment requirements, and metering requirements.

Should a conflict develop between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the Parties agree to abide by the FERC rules, Tariff or Reliability Standards until Transmission Provider modifies the Interconnection Guidelines to remove such conflict. The Parties shall use the Dispute Resolution procedures set forth in Article 20 to resolve any disagreements regarding the interpretation, application or implementation of the Interconnection Guidelines.

- 7.8 Power Factor.** Unless prevented by circumstances beyond City of Glenwood Springs's control, including Forced Outages, City of Glenwood Springs shall have sufficient power factor control equipment (such as capacitors) installed to comply with the power factor requirements set forth in the Interconnection Guidelines.
- 7.9 Access.** Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) Business Days prior notice, have access to the PSCo and City of Glenwood Springs' Facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be necessary to facilitate the performance of this Agreement. While on another Party's premises, each Party's representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party's operations.
- 7.10 Right of Removal.** Any and all equipment, apparatus and devices caused to be placed or installed by one Party on, or in, the premises of any other Party shall be and remain the property of the Party owning such equipment, apparatus and devices regardless of the mode or manner of annexation or attachment to the premises. All foundations for all equipment shall be removed completely from the premises or to a lesser degree if an agreement for the lesser degree is reached between the Parties at the time. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Attachment A to reflect the removal.
- 7.11 Transfer of Control or Sale of Facilities.** In any sale or transfer of control of the City of Glenwood Springs' Facilities, City of Glenwood Springs shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of City of Glenwood Springs with respect to this Agreement or to enter into an agreement with Transmission Provider imposing on the acquiring party or

transferee the same obligations applicable to City of Glenwood Springs pursuant to this Article 7.11.

ARTICLE 8 OUTAGES AND COORDINATION

8.1 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, PSCo observes any Protection System facilities which appear to have been changed other than pursuant to Article 7.3, or failed, PSCo shall have the right, if PSCo determines that such change may have a material adverse impact on the safety or reliability of PSCo's Electric System consistent with Good Utility Practice, to disconnect the City of Glenwood Springs' Facilities from PSCo's Transmission Facilities, provided PSCo first provides commercially reasonable notice to City of Glenwood Springs. PSCo may require, at City of Glenwood Springs's expense, a new calibration and activation test of City of Glenwood Springs's Protection System facilities after such equipment has been corrected or repaired.

8.2 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the others, remove from service its system elements that may impact another Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date acceptable to the other Party, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of City of Glenwood Spring's Electric System adversely affecting PSCo's Transmission Facilities or PSCo's Electric System, City of Glenwood Springs will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of PSCo's Electric System adversely affecting the City of Glenwood Springs' Facilities or the City of Glenwood Springs' Electric System, PSCo will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of the City of Glenwood Springs' Electric System adversely affecting PSCo's Transmission Facilities or PSCo's Electric System, City of Glenwood Springs will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage. In the event of a Planned Outage of a system element of PSCo's Electric System adversely affecting City of Glenwood Spring' Facilities or City of Glenwood Springs' Electric System, PSCo will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage.

8.3 Outage Reporting. City of Glenwood Springs and Transmission Provider shall comply with all current Transmission Provider reporting requirements, as they may be revised from time to time, and as they apply to City of Glenwood Springs or Transmission Provider. When a Forced Outage occurs that affects City of Glenwood Springs' Facilities or impacts the City of Glenwood Springs' Electric System such that there is an adverse impact to PSCo's Transmission Facilities or PSCo's Electric System, City of Glenwood Springs shall notify the PSCo Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. City of Glenwood Springs shall immediately inform the PSCo Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the PSCo Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects PSCo's Transmission Facilities or impacts PSCo's Electric System such that there is an adverse impact to City of Glenwood Springs' Facilities or the City of Glenwood Springs system, PSCo shall notify City of Glenwood Springs of the existence, nature, and expected duration of the Forced Outage as soon as practical.

8.4 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. PSCo shall notify City of Glenwood Springs of PSCo's switching and tagging rules, and provide periodic updates of such rules as they may change from time to time. City of Glenwood Springs shall establish switching and tagging rules for City of Glenwood Springs' Facilities, and shall provide such rules to PSCo.

8.5 Coordination of Operations. If a Party's facilities are subject to PSCo's functional control, the Parties will coordinate with the applicable functional directives from PSCo.

In all other circumstances:

(a) Operation of Transmission and Distribution Systems shall be coordinated between City of Glenwood Springs and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the PSCo's Electric System, as required by the Tariff and this Agreement.

(b) If either City of Glenwood Springs or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened the Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems, as applicable, adjusting generation, changing schedules, initiating load relief measures, and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either City of Glenwood Springs or Transmission Provider changes the normal operation of its system at the Point of Change in Ownership, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected

network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.

- (d) Each Party shall notify the Other as soon as practicable whenever:
- (1) Problems with a Party's facilities are detected that could result in mis-operation of interconnection protection or other interconnection equipment;
 - (2) The interconnection is opened by protective relay action;
 - (3) Interconnection equipment problems occur and result in an outage to a portion of PSCo's Electric System;
 - (4) A Party intends to initiate switching to close the interconnection; or,
 - (5) A Party intends to initiate switching to open the interconnection.

8.6 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

- (a) In the event City of Glenwood Springs has identified an Emergency involving the PSCo's Transmission Facilities, City of Glenwood Springs shall obtain the consent of PSCo personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.
- (b) PSCo may, consistent with Good Utility Practice, take whatever actions or inactions the PSCo deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the PSCo's Electric System, including PSCo's Transmission Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. PSCo shall use Reasonable Efforts to minimize the effect of such actions or inactions on City of Glenwood Springs' Facilities.
- (c) City of Glenwood Springs may, consistent with Good Utility Practice, take whatever actions or inactions with regard to City of Glenwood Springs' Facilities City of Glenwood Springs deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the City of Glenwood Springs' Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. City of Glenwood Springs shall use Reasonable Efforts to minimize the effect of such actions or inactions on PSCo's Electric System.

- (d) PSCo shall provide City of Glenwood Springs prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect City of Glenwood Springs's operations, to the extent PSCo is aware of the Emergency. City of Glenwood Springs shall provide PSCo with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect PSCo's Electric System, to the extent City of Glenwood Springs is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.
- (e) To the extent a system Emergency exists on PSCo's Electric System, and PSCo or Reliability Coordinator determines it is necessary for Parties to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE 9 SAFETY

- 9.1 Safety Standards.** The Parties agree that all work performed under this Agreement shall be performed in accordance with all Applicable Law, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property. To the extent a Party performs work on any other Party's premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE 10 ENVIRONMENTAL CONSIDERATIONS

- 10.1 Environmental Considerations.** PSCo and City of Glenwood Springs will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each of PSCo and City of Glenwood Springs shall promptly notify the other upon discovering any release of any Hazardous Substances by it on the property or facilities of the other, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any Hazardous Substances on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations

of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE 11 FORCE MAJEURE

11.1 Effect of Declaring Force Majeure. Except for the obligation to make any payments under this Agreement, no Party shall be considered to be in default or breach of this Agreement or liable in damages or otherwise responsible to the any other Party for any delay in or failure to carry out any of its obligations under this Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, no Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Agreement.

11.2 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

- (a)** Give written notice to the other Parties of the occurrence of a Force Majeure as soon as practicable;
- (b)** Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;
- (c)** Take all commercially reasonable actions to correct or cure the Force Majeure;
- (d)** Exercise all Reasonable Efforts to mitigate or limit damages to the other Parties; except that no party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and
- (e)** Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Agreement.

ARTICLE 12 BILLING AND PAYMENT

12.1 Billing Procedure. Glenwood Springs shall provide Security in a form acceptable to PSCo for \$1,291,884. Transmission Provider shall bill MEAN for the actual costs incurred under this Agreement when all facilities have been constructed and shall apply the Security to any past-due, undisputed amount due. PSCo shall refund any portion of the Security in excess of actual costs. If Security provided was cash, this will be refunded with interest. Payment of an invoice

shall not relieve the paying Party from any responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

12.2 Interest on Unpaid Balances. Interest on any unpaid undisputed amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 7 of the Tariff.

12.3 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Parties a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article 20 of this Agreement. When the amount in dispute is equal to or greater than one million dollars (\$1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party or Parties shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) Business Days of such resolution. If the amount in dispute is less than one million dollars (\$1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party or Parties shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) Business Days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. No Party shall be responsible for any other Party's cost of collecting amounts due under this Agreement, including attorney's fees.

ARTICLE 13 NOTICES

13.1 Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Article 19. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Article may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Article 19 that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

ARTICLE 14 REGULATION AND MODIFICATION OF RATES

14.1 Regulation. This Agreement is subject to the jurisdiction of the FERC.

14.2 Modification. Transmission Provider reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the Transmission Provider provides under this Agreement and the attachments hereto over which FERC has jurisdiction. City of Glenwood Springs and MEAN each reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates,

terms, conditions, classification of service, rule, or regulation for any service provided under this Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE 15 ASSIGNMENT

- 15.1 Successors and Assigns.** This Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.
- 15.2 Assignment Restrictions.** This Agreement may be assigned by any Party only with the written consent of the other Parties; provided, however, that any Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that any Party shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that any Party promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by any Party pursuant to this Article 15 will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Article 15 is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 15.3 Assignment.** Subject to the assumption of the duties and rights by the assignee, MEAN shall assign this Agreement to the new Network Customer that secures Network Integration Transmission Service from PSCo to serve City of Glenwood Springs, if MEAN no longer provides service to City of Glenwood Springs.

ARTICLE 16 INSURANCE

- 16.1 Applicability.** City of Glenwood Springs shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Article 16.
- 16.2 Insurance.** Each of City of Glenwood Springs and PSCo shall, at its own expense, maintain in force until this Agreement is terminated and until released by the other Parties, the following

insurance coverages, with insurers authorized to do business in the state where the Point of Change of Ownership is located:

- (a)** Employer's Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Change of Ownership is located.
- (b)** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- (c)** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- (d)** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars (\$10,000,000) per occurrence/ ten million dollars (\$10,000,000) aggregate.
- (e)** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Parties Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Parties Group and provide thirty (30) calendar days advance written notice to the Other Parties Group prior to the anniversary date of cancellation or any material change in coverage or condition.
- (f)** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.
- (g)** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this

Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

(i) Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Article 16 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Article 16. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party shall comply with the insurance requirements set forth in subsections (a)-(i) of this Article 16. In the event that a Party is permitted to self-insure pursuant to this Article 16, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Article 16.

(k) The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 17

CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS

17.1 Waiver of Consequential Damages. In no event shall one Party, its governing board members, officers, employees or agents be liable to any other Party under this Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; provided, however, that damages for which a Party may be liable to the any other Party under another agreement will not be considered to be special, indirect, incidental, punitive, exemplary or consequential damages hereunder.

17.2 Indemnity. Each Party shall at all times indemnify, defend and hold harmless each other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns (each such Party an "Indemnified Party") from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's ("Indemnifying Party") negligence, or action or inactions of the Indemnifying Party under this Agreement, except in cases of negligence, gross

negligence or intentional wrongdoing by an Indemnified Party. Nothing in this Article 17 shall relieve PSCo, City of Glenwood Springs or MEAN of any liability to the other for any breach of this Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Article 17 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 17, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's loss net of any insurance or other recovery.

(c) Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) Nothing contained herein shall be construed or interpreted as a waiver of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 2410-101, et seq.

17.3 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrongdoing by another Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article 17) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Parties as an authorized agent under this Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE 18 DEFAULT AND TERMINATION

18.1 Default.

(a) In the event MEAN fails, for any reason other than a billing dispute as described in Article 12, to make payment to PSCo on or before the due date as described herein, and such

failure of payment is not cured within thirty (30) calendar days after PSCo notifies MEAN of such failure, a default by MEAN shall be deemed to exist.

In the event of an uncured default by MEAN for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Article 12.3, PSCo may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC so approves any such request. In the event of a billing dispute between PSCo and MEAN, PSCo will continue to provide service under this Agreement as long as MEAN (1) continues to make all payments not in dispute, and (2) subject to Article 12.3, if over \$1 million, pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If MEAN fails to meet these two requirements for continuation of service, then PSCo may provide notice to MEAN of its intention to suspend service at this delivery point in accordance with the Tariff or FERC policy.

(b) A Party shall also be in default if it materially breaches any other provision of this Agreement, and fails to cure any such breach within thirty (30) days after written notice by another Party of the existence and nature of such alleged breach.

(c) If City of Glenwood Springs and/or MEAN assigns its interests under this Agreement to a bank, lender or other financial institution for purposes of obtaining financing ("Financing Party"), and City of Glenwood Springs and/or MEAN notifies PSCo of this assignment and the information necessary for PSCo to contact Financing Party, then PSCo shall also notify Financing Party of any breach or default under this Agreement at the same time as it notifies other Parties of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then PSCo agrees to accept such cure by Financing Party as if the same had been affected by City of Glenwood Springs and/or MEAN.

18.3 Termination for Default. Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Article 20 or other legal processes, each non-defaulting Party shall have the right to terminate this Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not a non-defaulting Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which a non-defaulting Party is entitled subject to the limitations set forth in Article 18.1 of this Agreement.

18.4 If a Party elects to terminate this Agreement pursuant to Article 18, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for PSCo's Transmission Facilities and equipment) for which that Party is responsible, as of the date of the other Parties' receipt of such notice of termination, under this Agreement. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. PSCo shall refund to MEAN with interest all Security remaining after payment of amounts due. If Security provided was cash, this will be refunded with interest.

ARTICLE 19 CONTACTS

Contacts for this Agreement are as follows:

PUBLIC SERVICE COMPANY OF COLORADO

Project Manager-

George Sanders, Transmission Project Manager
1800 Larimer Street, 6th Floor
Denver, CO 80202
(303) 294-2725
George.W.Sanders@xcelenergy.com

Contract Issues –

Jennifer Bass (303) 273-4726, Transmission Account Representative
18201 W 10th Avenue
Golden, CO 80401
Jennifer.L.Bass@xcelenergy.com

Manager and Authorized Representative –

Mark Moeller, Manager
Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

MUNICIPAL ENERGY AGENCY OF NEBRASKA

Executive Director and Authorized Representative
8377 Glynoaks Drive
Lincoln, NE 68516
(800) 234-2595

CITY OF GLENWOOD SPRINGS

Design/Engineering and Construction
Electrical System Consultants (ESC) – Cody Terkhorn, David Delaney
Construction – Doug Hazzard
101 West 8th Street, Glenwood Springs, CO 81601
(970)-224-9100

ARTICLE 20 DISPUTE RESOLUTION

- 20.1** Disputes will first be submitted to the Authorized Representatives for consideration. In the event that a dispute cannot be resolved by the Authorized Representatives, the dispute shall be submitted to the Parties' management. If the dispute cannot be resolved by the Parties' management, then the dispute may, if the Parties agree, be submitted to arbitration under Article 20.2 of this Agreement. Alternatively, the dispute may be filed in the Denver District Court, or if that court does not have jurisdiction, such other court that does have jurisdiction.
- 20.2** In the event of arbitration, each Party shall select one arbitrator. The three selected arbitrators shall hear the arbitration. Arbitration must be commenced within six months of when the disputed matter was submitted to arbitration. The arbitrators shall have discretion to establish discovery, hearing schedules, and arbitration procedures. The arbitrators may afford the Parties any or all of the discovery rights provided for in the Colorado Rules for Civil Procedure. Unless otherwise specified in this Agreement, arbitration shall be governed under the commercial arbitration rules and procedures of the American Arbitration Association. Arbitration shall be binding on the Parties. Arbitration shall be in Denver, Colorado.
- 20.3** Disputed items that involve a claimed overpayment by MEAN which are resolved in MEAN's favor in arbitration, shall be paid back with interest per Article 7 of the Tariff.
- 20.4** Costs for the Arbitration procedure and payment to the arbitrators shall be divided equally by the Parties to the arbitration. Each Party shall be responsible for its own attorney costs, discovery costs, and other associated costs incurred as a result of arbitration.

ARTICLE 21 CONFIDENTIAL INFORMATION

- 21.1** **Furnishing of Information.** It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Parties such data concerning its system as may be necessary to support the PSCo or City of Glenwood Springs system reliability.

21.2 **Confidential Information.**

(a) "Confidential Information" means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information. Confidential Information includes, without limitation, all information relating to a Party's technology, research and development, business affairs, and

pricing, and any information supplied by a Party to another Party on a confidential basis regarding the subject matter of this Agreement prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to any other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document; or, if the information is conveyed orally or by inspection, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

21.3 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of any other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party (other than a Party's directors, officers, employees, agents and consultants, and representatives of a Party's participating municipalities) without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information (i) in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information, or (ii) as required by Applicable Law as described below.

(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Parties, under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or

to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under Applicable Law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may, at the disclosing Party's expense, seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that MEAN is subject to and required to comply with the requirements of the Open Meetings Act (Neb. Rev. Stat. §§ 84-1407 et seq.) and Public Records Laws of the State of Nebraska (Neb. Rev. Stat. §§ 84-712 et seq.) (collectively referred to herein as the "Act") and that MEAN shall not be deemed to breach or otherwise be in violation of the terms and conditions of this Agreement as a result of actions taken in compliance with the Act. Similarly, the Parties acknowledge and agree that the City of Glenwood Springs is subject to and required to comply with the requirements of the Colorado Open Records Act (C.R.S. § 24-72-101 et seq.) and the Colorado Open Meetings Law (C.R.S. § 24-6-401 et seq.) and that the City of Glenwood Springs shall not be deemed to breach or otherwise be in violation of the terms and conditions of this Agreement as a result of actions taken in compliance with the Colorado Open Records Act or Open Meetings Law.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the another Party's breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

21.4 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE 22 MISCELLANEOUS

22.1 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Parties made under this Interconnection Agreement.

22.2 No Residual Value. This Interconnection Agreement shall not be construed to provide any residual value to any Party or its successors or permitted assigns or any other party, for rights

to, use of, or benefits from any other Party's system following expiration of this Interconnection Agreement.

- 22.3 No Third-Party Beneficiary.** Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.
- 22.4 Headings.** Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.
- 22.5 Governing Law.** This Interconnection Agreement shall be interpreted and governed by the laws of the state in which the Point of Change of Ownership is located, or the laws of the United States of America, as applicable.
- 22.6 No Joint System.** City of Glenwood Springs and PSCo each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership, or any other type of association.
- 22.7 Amendment.** Except as provided in Article 14.2, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Attachments authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by each Party, and if required, approved by the appropriate regulatory bodies.
- 22.8 Conflicts.** In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.
- 22.9 Waiver.** The failure of any Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.
- 22.10 Counterparts.** This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
- 22.11 Severability.** If any Governmental Authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall

promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

[SIGNATURE PAGE FOLLOWING.]

IN WITNESS WHEREOF, the Parties hereto have caused this Cardnell Substation Transmission to Load Interconnection Agreement to be duly executed the day and year first written above.

PUBLIC SERVICE COMPANY OF COLORADO

_____ Date _____

By: Ian R. Benson

Title: Area Vice President, Transmission and Strategic Initiatives

Xcel Energy Services Inc.

As Agent for Public Service Company of Colorado

MUNICIPAL ENERGY AGENCY OF NEBRASKA

_____ Date _____

By:

Title:

CITY OF GLENWOOD SPRINGS, COLORADO

_____ Date _____

By:

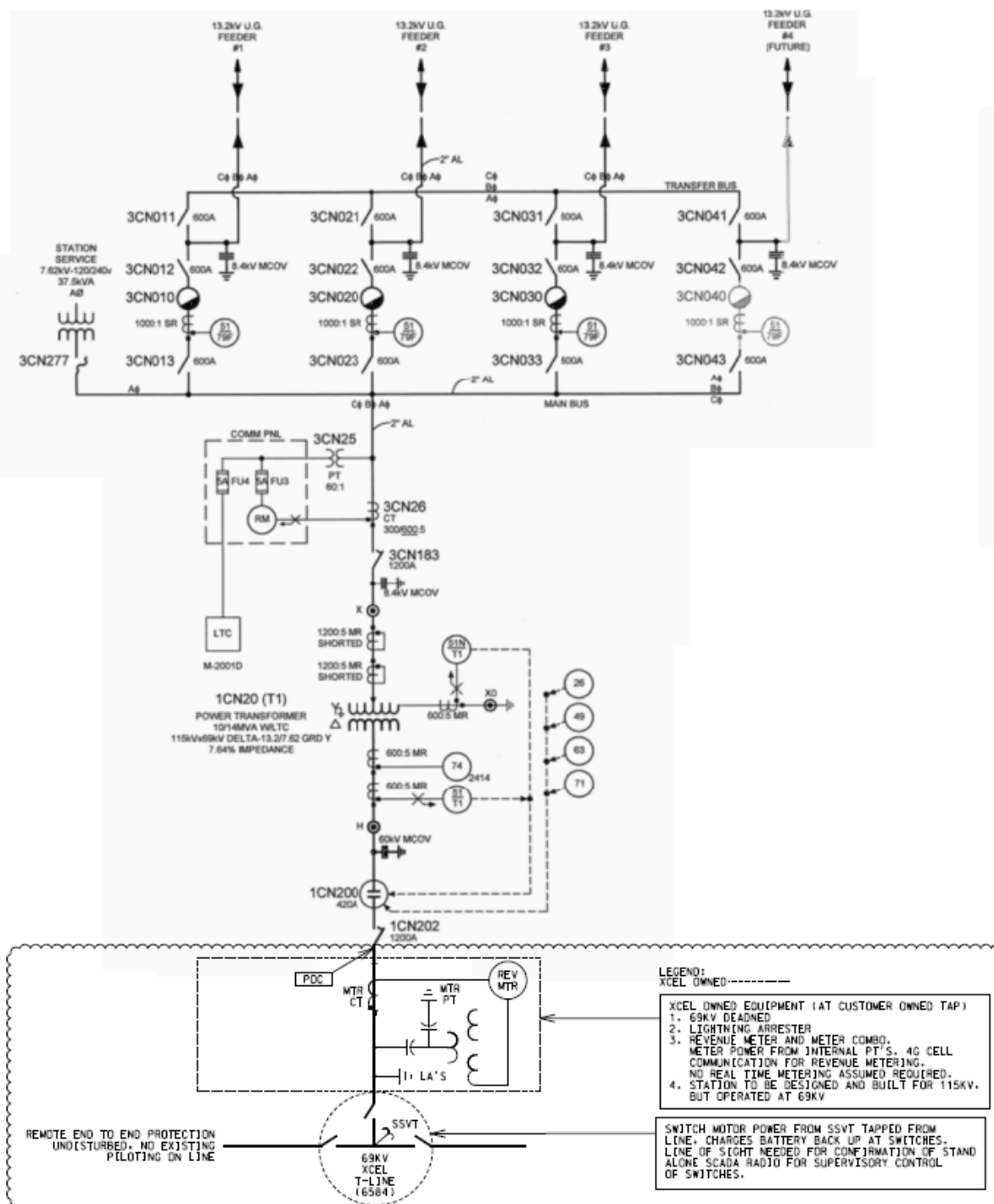
Title:

Attachment A

Summary of Ownership, Operation, and Maintenance Provisions for Facilities at the Cardnell Substation										
	Owner	Dispatch Authority	Operating Agent	Maintenance Responsibility	Reliability Standard Compliance Responsibility	Responsible For Construction	Responsible For Construction Costs	Responsible For O&M Costs	Responsible For Replace Cost	
1.	Circuit #6584	PSCo	PSCo	PSCo	PSCo	PSCo	PSCo	MEAN	PSCo	PSCo
2.	Line sectionalizing motor operated switches, supervisory control, as shown in Attachment B.	PSCo	PSCo	PSCo	PSCo	PSCo	PSCo	MEAN	PSCo	PSCo
3.	Metering equipment, dead-end structure, switches, as shown in Attachment B.	PSCo	PSCo	PSCo	PSCo	PSCo	PSCo	MEAN	PSCo	PSCo
4.	Cardnell Substation from the Point of Change of Ownership at the line side of the Customer's	COGS	COGS	COGS	COGS	COGS	COGS	COGS	COGS	COGS

69kV switch 1CN202, as shown in Attachment B.										
--	--	--	--	--	--	--	--	--	--	--

Attachment B



**FUNDING AGREEMENT
BETWEEN
MUNICIPAL ENERGY AGENCY OF NEBRASKA
AND
CITY OF GLENWOOD SPRINGS, COLORADO**

This Funding Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Municipal Energy Agency of Nebraska, a political subdivision of the State of Nebraska ("MEAN"), and the City of Glenwood Springs, Colorado ("City"), with MEAN and City being sometimes hereinafter referred to individually as a "Party" and collectively as "Parties."

RECITALS:

The City and MEAN entered into the Electrical Resources Pooling Agreement and Service Schedule K-1, West-Side Bulk Power Supply Agreement, under which the City purchases from MEAN the City's total electrical requirements in excess of its firm electric service allocation from the Western Area Power Administration and output from certain renewable generation; and

The City is exploring options to add a new Cardnell substation that would interconnect to the transmission system of Public Service Company of Colorado ("PSCo"); and

PSCo requires that MEAN and the City enter into an agreement with PSCo to provide the terms and conditions for interconnection of the Cardnell substation with PSCo's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other parties' property, assets and facilities ("Transmission to Load Interconnection, Construction and Operating Agreement" or "Interconnection Agreement"); and

PSCo requires that MEAN agree to amend the Service Agreement for Network Integration Transmission Service with PSCo to add the Cardnell substation as an additional network load point, which amendment will directly assign to MEAN the costs for construction of the required interconnection facilities ("NITSA Amendment"); and

The Parties desire to set forth the terms and conditions under which the City will pay MEAN for all of the costs assessed by PSCo associated with such interconnection facilities and execute the Interconnection Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained herein, the Parties do mutually agree as follows:

1. MEAN is hereby authorized by the City to enter into the Interconnection Agreement setting forth the terms and conditions under which PSCo will engineer, design and construct the facilities required to interconnect the Cardnell substation to PSCo's transmission system, which facilities shall be those defined as "PSCo's Transmission Facilities" in the Interconnection Agreement ("PSCo's Transmission Facilities") and under which MEAN will be required to pay PSCo for the costs associated with such PSCo's Transmission Facilities and for other costs assessed by PSCo under the Interconnection Agreement (collectively the "Interconnection Facilities Costs"), and the NITSA Amendment. MEAN's participation as a party to the Interconnection Agreement is solely to accommodate the City's request to

interconnect its new Cardnell substation. Therefore, notwithstanding any provision to the contrary in the Interconnection Agreement, the City agrees to be responsible to MEAN for the entire cost assessed by PSCo under the Interconnection Agreement and the NITSA Amendment, and the City will pay MEAN for such cost prior to MEAN paying PSCo.

2. It is understood by the Parties that PSCo will require security prior to commencement of engineering, design and construction of PSCo's Transmission Facilities. City agrees to timely provide the required security to PSCo, which amount may be based on an estimate of the costs of construction and may exceed the actual costs. If security is posted in the form of cash, MEAN will pass through to the City any refund of the security issued by PSCo to MEAN. MEAN is not responsible for the costs of any portion of the security.

3. City acknowledges that City will be required to execute the necessary agreement(s) required by PSCo regarding PSCo's Transmission Facilities, which at the time of execution of this Agreement is expected to consist of the Interconnection Agreement. MEAN is under no obligation to enter into the Interconnection Agreement or the NITSA Amendment until City posts the required security as described in Section 2 above and executes the required agreement(s) by, between or among the City, PSCo and MEAN.

4. MEAN shall keep an accounting of all Interconnection Facilities Costs incurred by MEAN.

5. Payment by City to MEAN of amounts equal to the amounts owed to PSCo shall be due and payable within ten (10) days from the earlier of the date PSCo invoices MEAN or the date PSCo provides a construction cost summary to MEAN.

6. The Parties acknowledge that (i) the PSCo Open Access Transmission Tariff, Interconnection Guidelines and Cost Allocation Policy set forth terms and conditions which govern PSCo's Transmission Facilities, and (ii) MEAN does not control such PSCo documents and shall have no liability for costs or losses arising out of the application of the PSCo documents to PSCo's Transmission Facilities, MEAN or the City.

7. MEAN shall have no liability to City in the event the work under the Interconnection Agreement is not completed by reason of termination of any agreement(s) between MEAN and PSCo for PSCo's Transmission Facilities. Also, MEAN shall have no liability and makes no covenants to City in the event PSCo's Transmission Facilities are not completed by the date the City intends to operate its new Cardnell substation.

8. With the exception of the Interconnection Agreement, this Agreement shall not obligate either Party to enter into any further agreement or negotiation with the other.

9. EACH PARTY ACKNOWLEDGES THAT NEITHER IT NOR ANY OF ITS REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE OUTCOME, THE ACCURACY OR COMPLETENESS OF THE RESULTS OF THE AGREEMENTS REGARDING CONSTRUCTION, OWNERSHIP, OPERATION OR MAINTENANCE OF PSCO'S TRANSMISSION FACILITIES OR ANY CONFIDENTIAL INFORMATION SHARED AS PART OF THE INTERCONNECTION PROCESS, EXCEPT AS MAY BE OTHERWISE AGREED IN WRITING BETWEEN THE PARTIES. Neither Party or its representatives shall have any liability to the other Party, any such other Party's representatives, or any other person, relating to or arising from the use of the confidential information or for any errors therein or omissions

therefrom, and each Party assumes full responsibility for all conclusions such Party derives from the results of the Interconnection process and the confidential information, except as may be otherwise agreed in writing between the Parties.

10. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a joint venture or other partnership or association or render the Parties liable as joint venturers or partners.

11. This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person or entity who or which is not a party hereto.

12. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RESULTING FROM THE INTERCONNECTION PROCESS, THE PERFORMANCE OF EITHER PARTY'S SERVICES HEREUNDER, OR BROUGHT IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE.

13. This Agreement is not assignable without the written consent of the other Party to this Agreement. In the event of an assignment, the assignee shall assume all duties and obligations arising from and after the time of assignment by the assignor hereunder, but such assignment shall not release the assignor from said duties and obligations unless specifically provided in the other Party's written consent to the assignment. All duties and obligations arising prior to the assignment shall remain the duties and obligations of the assignor unless the Parties hereto specifically agree otherwise.

14. This Agreement may not be modified or altered except by a written instrument duly executed by an authorized representative of both Parties.

15. This Agreement and the rights and duties of the Parties shall be governed by and construed, enforced and performed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law.

16. This Agreement constitutes the entire agreement between the Parties with respect to the project contemplated herein and supersedes all prior oral or written agreements, commitments, understandings or information otherwise furnished by the Parties with respect to such matters.

[SIGNATURE PAGE FOLLOWING.]

IN WITNESS WHEREOF, the Parties have caused this Funding Agreement to be executed as of the date set forth below:

CITY OF GLENWOOD SPRINGS, COLORADO

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Ordinance No 24, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado Creating the Community Broadband Network Enterprise (SECOND READING)

Action Requested: Approve Ordinance to create the Broadband Enterprise Fund

Department: Finance

Presented By: Yvette Gustad, Finance Director

Background Info: In 2020 we funded our Broadband project using revenues from the Electric Enterprise Fund to secure the debt. In 2021 Broadband will operate as its own Enterprise Fund, this Ordinance formally creates the fund and adds it to our budget.

Issues: NA

Staff Recommendation: Staff supports approval

ORDINANCE NO. 24

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, CREATING THE COMMUNITY BROADBAND NETWORK ENTERPRISE.

WHEREAS, the City of Glenwood Springs (the “City”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”); and

WHEREAS, Section 9.10 of the Charter provides that Council may, by ordinance, create enterprise funds to provide for moneys to be held for special purposes such as City-owned utilities and other purposes as the Council may determine; and

WHEREAS, the City currently provides internet and telephone services to local businesses and some residents through the Community Broadband Network (CBN) and is in the process of expanding the reach of CBN’s existing fiber system across the City so that CBN can service 100% of the City’s residences and commercial premises by the end of 2021; and

WHEREAS, City Council desires to establish the Community Broadband Network as an enterprise of the City (the “Enterprise”) pursuant to Section 9.10 of the Charter and grant the Enterprise authority to acquire, construct, provide, fund and contract for the buildout and operations of the broadband system, facilities and services within the Community Broadband Network Service Area and take such other action as may be necessary for the proper administration of the Community Broadband Network.

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

Section 1. The recitals made above are hereby incorporated as the findings of City Council.

Section 2. Establishment of the Enterprise. City Council hereby establishes the Enterprise as an agency of the City and formally designates it as the Community Broadband Network Enterprise. It shall be the purpose of the Enterprise to acquire, construct, provide, fund and contract for the buildout and operations of the broadband system, facilities and services in the Community Broadband Network Service Area, using revenues and income generated by and earned or acquired in connection with broadband activities and held and managed in the Enterprise fund. All broadband activities of the City shall be performed by the Enterprise.

Section 3. Powers and Duties. The Enterprise shall perform all duties and responsibilities necessary to effectuate the purposes of the Enterprise set forth herein.

Section 4. Governing Body. The City Council shall serve as the governing body of the Enterprise. Whenever City Council is in session exercising its legal authority relating to any Enterprise matter, the governing body shall also be deemed to be in session. It shall not be

necessary for the governing body to meet separately from any meeting of City Council, nor shall it be necessary for the governing body to specifically announce or acknowledge that actions taken thereby are taken by the governing body of the Enterprise.

Section 5. Ratification and Approval of Prior Actions. All actions previously taken by City staff and members of City Council, not inconsistent with the provisions of this Ordinance, relating to the operation or creation of the Enterprise, are hereby ratified, approved and confirmed.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 5TH DAY OF NOVEMBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Catherine Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS _____ DAY OF _____ 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: CLEER Update on Garfield Clean Energy and request for 2021 Contribution

Action Requested: NA

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: Erica Sparhawk, Deputy Director of Clean Energy Economy for the Region (**CLEER**), will update City Council and request funding for 2021.

Issues: NA - funds requested are included in the 2021 budget approve by City Council on November 5, 2020.
In total, \$210,000 is included in the Electric Budget for rebates and CLEER.

Staff Recommendation: Staff recommends approval of budgeted funds for CLEER and Garfield Clean Energy.



Town of Parachute | City of Rifle | Town of Silt
Town of New Castle | City of Glenwood Springs
Town of Carbondale | Garfield County
Roaring Fork Transportation Authority
Colorado Mountain College

To: Mayor Godes and Glenwood Springs City Council

From: Garfield Clean Energy Collaborative Board and CLEER staff

Date: November 9, 2020

Re: **GCE update request for input on 2021 programs**

Thank you, City of Glenwood Springs elected officials and staff, for your ongoing participation in the Garfield Clean Energy Collaborative. City of Glenwood Springs elected leaders and town staff have been an essential partner in the development of Garfield Clean Energy and the cumulative results GCE has delivered to date.

Garfield Clean Energy has created a way for our rural region to make significant, measurable progress on energy efficiency, renewable energy, and clean energy transportation targets while creating economic benefits. Since 2009 GCE's programs and services have stimulated demand for over 360 service contractors and an average of \$3.5 million in clean energy investments each year.

2020 has posed unique challenges for continuing these ongoing results. Along with everyone else, the GCE staff had to pivot programs and service delivery during the early months of the pandemic. Staff had no idea what to expect and whether households or businesses would be moving projects forward. Despite the unusual circumstances of 2020, GCE has continued to provide the programs and services needed to help local governments, households and businesses save energy and reduce their utility bills. Here are 2020 program highlights - please also see the attached Quarterly Report.

Residential and Commercial Energy Efficiency Program Highlights

- 1) Many homeowners and businesses took advantage of closures and the lockdown to complete projects - home visits and commercial walk-through assessments were put on hold and all coaching was over the phone or via email.
- 2) GCE focused on how to help households especially impacted by pandemic, including distributing flyers about the CARE program (energy assistance for low-income households) in the Lift-Up food bags. 33 more families applied for the program directly from outreach through Lift-Up.

3) GCE assisted Lift-Up with a cooling system upgrade by enrolling them in program with Energy Outreach Colorado (EOC). EOC ended up paying for 100% of the \$20,000 upgrade. <http://garfieldcleanenergy.org/2020/10/09/lift-up-beats-the-heat/>

4) Staff provided timely information in the form an eblast sent to Garfield residents and guidelines for how to keep homes cool while also dealing with smoke. <http://garfieldcleanenergy.org/2020/08/17/smoke-cooling-tips/>

5) Staff shifted educational workshops into webinar formats to continue to deliver important information about programs and technologies. (see list in Quarterly Report)

6) Launched Re-Energize Garfield County: GCE Board approved using Department of Energy loan funds that had been repurposed to support programs to use for rebates to help homeowners and businesses. Commercial rebates are designed to support our local businesses that have been hard hit by the coronavirus, particularly restaurants, retailers and lodges. <http://garfieldcleanenergy.org/reenergize/> (see attached flyer)

Renewable Energy

7) Developing the Three-County Solar and Storage Master Plan (DOLA grant), a regional project funded with local matching funds from Garfield, Eagle, and Pitkin Counties, and being developed by GCE, CLEER, CORE and Walking Mountains. The purpose of this project is to:

- Create a **vision** of how solar and storage in our three-county region can accelerate our progress to a clean energy future.
- Provide practical information to **empower** communities, residents, organizations, and businesses to play an active role in helping our state reach 100% renewable energy goal in ways that maximize overall **resilience** and regional **economic benefits**.
- **Identify** barriers, actions steps and policy recommendations to realize the vision.
- Develop a **replicable process** for Colorado communities to determine their capacity to support the state clean energy target.

This Solar and Storage Master Planning process is a major project and milestone for regional/ 3-county collaboration and will lay the groundwork for significant progress on reaching clean energy goals.

Greening Government

8) Staff assisted government partners in reviewing and negotiating Power Purchase Agreements buy-back opportunities.

9) Staff worked closely with CMC and Holy Cross Energy to add solar to the Spring Valley Campus in a way that brings value to the utility, CMC and the community.

<https://www.postindependent.com/news/holy-cross-expanding-solar-holdings-including-plans-for-new-photovoltaic-array-at-cmc-spring-valley-campus/>

10) GCE convened a webinar for facility managers discussing best practices for safeguarding health and safety, mitigating system degradation and avoiding unnecessary operating and energy costs. Over 60 people attended.

Transportation

11) Continued with the EV Sales Event even though it launched the week before lockdown began and held additional educational webinars to help spur adoption of EVs.

12) GCE partners installed seven Level II charging stations so far in 2020, grant funding was secured in 2019 with the assistance of staff. GCE staff are now assisting five private entities with grant applications for Level II charging stations. If all are successful, eight more will be added in the County.

Outlook and planning for 2021

The GCE Board holds an annual strategic planning session to update the overall strategic plan that guides GCE programs for the upcoming year. Due to COVID and the various resulting impacts on local governments and requirements that all meetings be held remotely, this strategic planning session has not been held and likely will not be able to be held in 2020. In lieu of the board strategic planning session, we are collecting input on 2021 programs and priorities through this annual reporting to GCE member boards and staff will be evaluating cumulative program results, and suggest a draft plan to the GCE board for 2021.

To continue this 10-year track record of regional collaboration and success, GCE is requesting that its nine member governments include funding for the Garfield Clean Energy Collaborative in their 2021 budgets. Thank you for your continued participation, support and consideration of this 2021 request.

Attached to this brief memo are the following reports and documents:

- a) Third Quarter Report - 2020
- b) Re-Energize Flyer
- c) Solar and Storage Master Plan slides



9 local government partners
joining together in a shared mission
to make Garfield County
the most energy efficient county in the U.S.

Garfield Clean Energy 3rd Quarter 2020 Report

April, 29th 2020 • Prepared by CLEER: Clean Energy Economy for the Region
(970) 704-9200 • www.GarfieldCleanEnergy.org

Residential activity summary	Q1	Q2	Q3
Residential upgrades completed	6	4	10
Total project costs	\$47,485	\$59,111	\$177,412
Estimated annual energy savings	\$4,263	\$4,323	\$7,700
Coaching clients	28	17	35
E-mails/calls	112	75	118

CARE outreach strategies:

- Partnered with Lift-Up to put 400 CARE flyers inside of food bags;
- There are 47 approved applications in Garfield County.

Commercial walk-throughs	Community	Date	Project status
Q1 walk-throughs: 4			
Little Blue Pre-School	Carbondale	1/30/2020	Moving forward
All-Phase Electric	Glenwood Springs	2/6/2020	Moving forward
Glenwood Caverns Adventure Park	Glenwood Springs	2/6/2020	Moving forward
Garfield County CSU Extension Office	Rifle	1/2/2020	Moving forward
Q3 walk-throughs: 4			
Ziska Childs Design	Carbondale	9/27/2020	Moving forward
Marble Distilling Company	Carbondale	9/27/2020	Moving forward
Mountain Valley Developmental Services	Glenwood Springs	9/30/2020	Moving forward
Sunlight Mountain Inn	Glenwood Springs	9/30/2020	Moving forward

Commercial activity summary	Q1	Q2	Q3
Commercial upgrades completed	5	12	8
Total project costs	\$68,376	\$111,534	\$203,158
Estimated annual energy savings	\$24,161	\$26,581	\$62,538
Coaching clients	12	5	17
Emails/calls	65	40	56
Energy Coach building walk-throughs	4	-	4

Media Stories

2/13/2020 – Glenwood Springs Post Independent

New Garfield County Education Center planned

<https://www.postindependent.com/news/new-garfield-county-education-center-planned/>

3/10/2020 – The Grand Junction Daily Sentinel

EV Riders: Road show lets drivers experience gas-free vehicles

https://www.gjsentinel.com/news/western_colorado/ev-show-gets-people-driving-gas-free/article_2e7b5958-621f-11ea-8754-97dacc80949c.html

6/4/2020 – The Grand Junction Daily Sentinel

Local briefs: Brownson Fund taking grant applications

https://www.gjsentinel.com/news/briefs/local-briefs-brownson-fund-taking-grant-applications/article_e429980e-a4e2-11ea-b2a2-57394b1f4809.html

7/8/2020 – Glenwood Springs Post Independent

In the Western Slope, drivers are charging ahead with electric vehicles

<https://docs.google.com/spreadsheets/d/1EzQx3R-DlcwwKC8kslqwxexlKH9l77xuF03ycRhkZZM/edit#gid=1575362641>

7/20/2020 – The Aspen Times

Business Monday Briefs: EV sale extended

<https://www.aspentimes.com/news/business-monday-briefs-ev-sale-extended-aspen-architect-recognized-new-dentist-in-carbondale/>

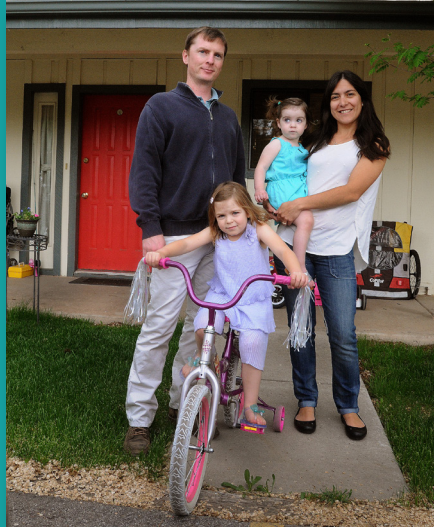
7/29/2020 – Glenwood Springs Post Independent

Officials, state rep tout solar's power to diversify economy

<https://www.postindependent.com/news/officials-state-rep-tout-solars-power-to-diversify-economy/>

Garfield Clean Energy events and trainings 2020			
Event / Webinar name	Date	Location	Participants
Experience Electric Roadshow	3/9/2020	Grand Junction	60+

SolSmart: Streamlining Permitting Processes for Cost Efficiency	5/14/2020	Zoom webinar	25
Movie Night: Electric Greg	5/19/2020	Buttermilk Movie Drive In	90+
Experience Electric Webinar	6/4/2020	Zoom webinar	37
Carbondale Residential Efficient Building Code	7/1/2020	Zoom webinar	45
Grant Funding for Hybrid and All-Electric Bucket Trucks	8/17/2020	Zoom webinar	28
EV 101: Electric Cars in Colorado	9/30/2020	Zoom webinar	50
Virtual EV Ride and Drive	10/3/2020	Zoom webinar	30
Reducing Airborne Diseases in Buildings with HVAC System Best Practices	10/22/2020	Zoom webinar	78



LIMITED-
TIME OFFER

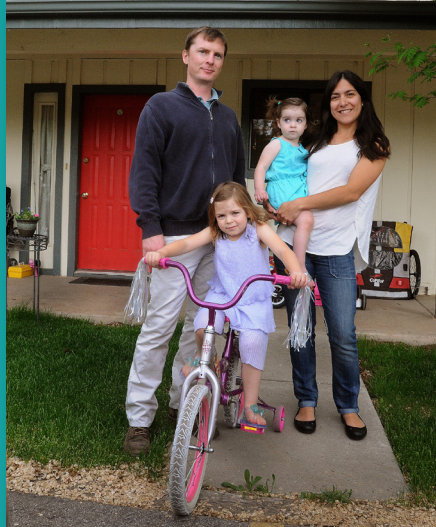
Garfield Clean Energy helps you save money by saving energy – and our new ReEnergize program offers extra help in hard times.

- ✓ Discounted home energy audits
- ✓ Get a free starter kit of LED bulbs & portable solar charger – a \$100 value
- ✓ FREE upgrades for income-qualified families
- ✓ Improve your comfort & save on utility bills for years to come!

GET STARTED TODAY!

ActNow@GarfieldCleanEnergy.org
(970) 704-9200





OFERTA POR
TIEMPO LIMITADO

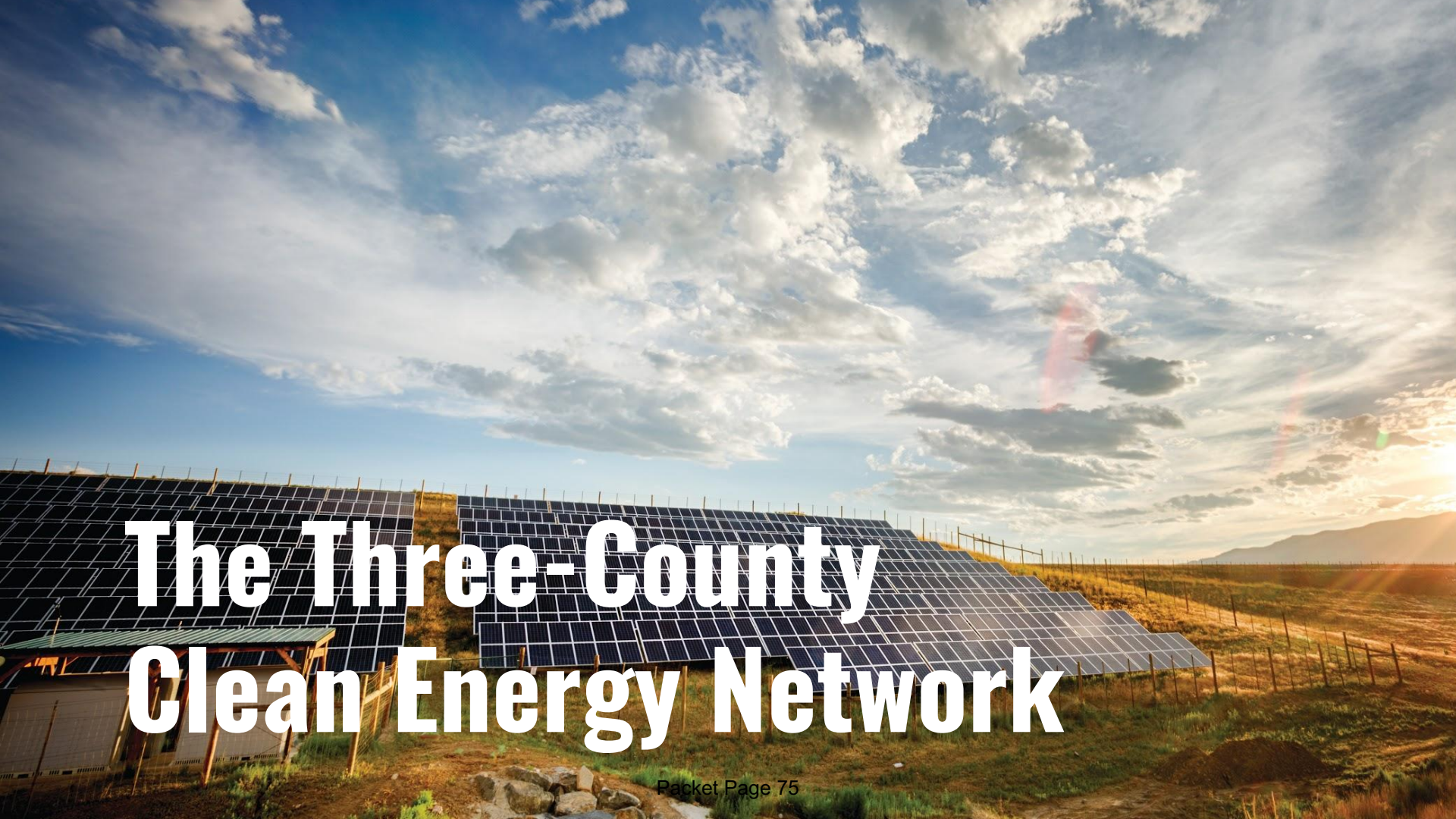
Garfield Clean Energy ayuda familias a ahorrar dinero al ahorrar energía, y nuestros nuevos fondos ofrecen ayuda adicional en tiempos difíciles.

- ✓ Descuentos para auditorías energéticas residenciales;
- ✓ Obtenga un kit gratuito de bombillas LED y un cargador solar – un valor de \$100;
- ✓ Actualizaciones gratuitas para familias de ingreso calificado;
- ✓ Mejore la comodidad de su hogar y ahorre en facturas de servicios públicos!

EMPIEZA HOY!

ActNow@GarfieldCleanEnergy.org
(970) 704-9200





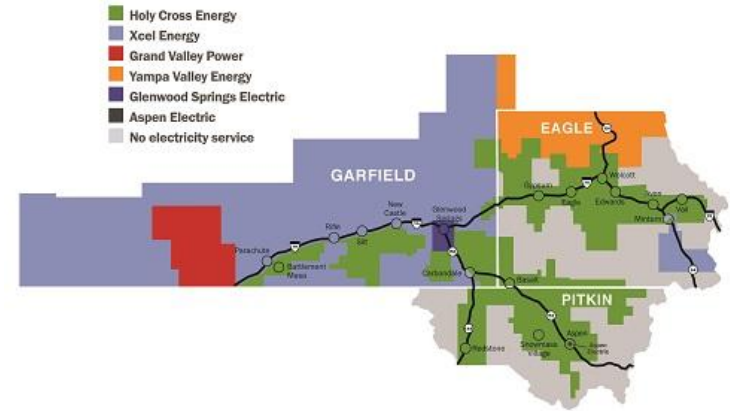
The Three-County Clean Energy Network

The Network

- Initial three-county collaboration
- Pitkin, Eagle, Garfield
- DOLA funded for Renewable Energy Planning

Benefits of Collaboration:

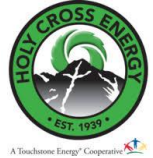
- Economies of scale in programs and projects to accelerate progress toward state 100% renewable energy target
- Working in coordinated fashion throughout utility service territory
- Building on region's interdependence relating to workforce, transportation and the economy



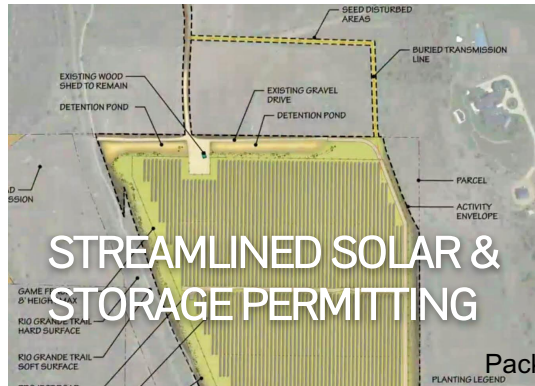
Regional Solar Energy Planning: Collaboration



**SOLAR ENERGY
INNOVATION
NETWORK**
U.S. DEPARTMENT OF ENERGY



Grant Project Components



Regional Solar + Storage Master Plan

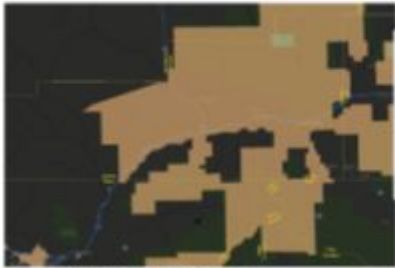
A Master Plan is a document and policy guide designed to help communities create a vision of what they want to look like in the future (American Planning Association)

- Create a **vision** of how solar and storage in our three-county region can accelerate our progress to a clean energy future.
- Provide practical information to **empower** communities, residents, organizations, and businesses to play an active role in helping our state reach 100% renewable energy goal in ways that maximize overall **resilience** and regional **economic benefits**.
- **Identify** barriers, actions steps and policy recommendations to realize the vision.
- Develop a **replicable process** for Colorado communities to determine their capacity to support the state clean energy target.

Solar Mapping

- Pre-qualifying and mapping sites
- Producing an inventory and educating landowners

Service Territory Maps



Xcel Service Territory



Cooperative Service Territories

Environmental

Wetlands, Flood Plains, Critical Habitats



Regional Energy Inventory

- Will be used to advise the Solar Master Plan
- Understand total energy needs of 3-county region
- Jurisdiction-specific energy use data for electricity and natural gas for 2019
- We will understand the potential RE contribution from the 3-county area toward the state's carbon emissions reductions goals.

Solar Development Tool Box

The web-based toolbox will contain resources that facilitate solar development in the 3-county region.

Resources for developers	- Map of “pre-qualified” sites - Utility program information - Grid capacity - Interconnection policies - RFPs
Resources for landowners	- Land leases (why lease for solar?) - What to expect in process - Typical contract terms - What impacts PV pricing

Streamlined Solar & Storage Permitting

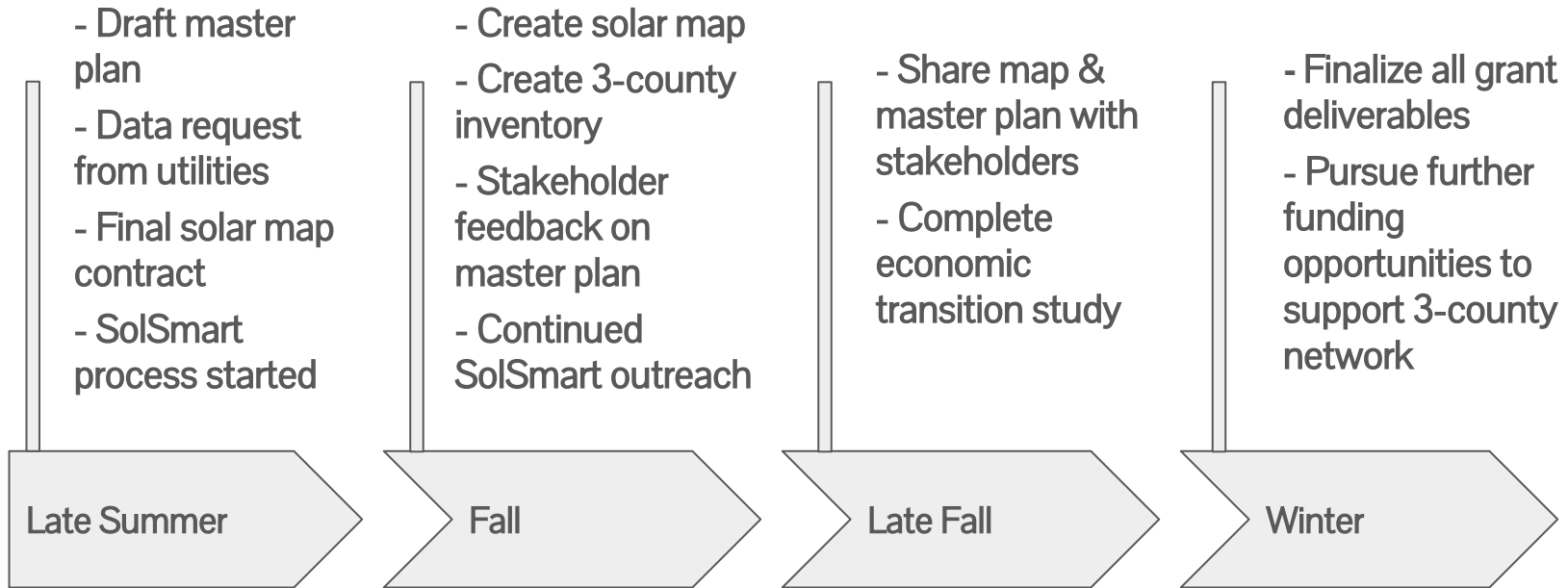
- Best practices in permitting and zoning for solar and storage
- Increase transparency and reduce barriers
- Goal: 10 jurisdictions in the 3-county area become SolSmart designated to establish the region being pro-solar development



Economic Transition Study

- Current role of fossil fuels in supporting public revenues and jobs in region-proportion of contributions
- Strategies for transitioning economy away from fossil-fuel production
- Review of new economic opportunities

Timeline 2020





City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item:	Red Mountain Water Treatment Plant and No Name Tunnel Design Contract for Upgrades due to Grizzly Creek Fire
Action Requested:	Approval of the Carollo Design Proposal for the Red Mountain Water Treatment Plant and No Name Tunnel Design Upgrades to these facilities due to the Grizzly Creek Fire and Future Treatment Plant Planning.
Department:	Public Works
Presented By:	Matthew Langhorst, Public Works Director
Background Info:	The City of Glenwood Springs is preparing its water system to handle a heavier sediment load in 2021 that is expected to occur during spring runoff and heavy rain events after the Grizzly Creek fire damaged portions of our watershed. This plan, as we have been discussing, involves upgrading the Red Mountain water plant pretreatment building, the filter material in the water treatment portion of the plant, adding sediment removal infrastructure at the No Name intake tunnel and possibly building a mixing basin in front of the pretreatment building. The city hired Carollo Engineers to help determine the level of needs at the plant and in the water system even as the fire was still burning. Staff is recommending that we continue the system designs forward with Carollo Engineering base on Tasks 1-4 of the attached proposal. These tasks/designs will bring our system up to the sediment removal capabilities that will be required to handle spring runoff in 2021 and any rain events that occur over the fire burn area for the next 3-7 years as vegetation regrows. The total proposal cost for Tasks 1-4 is projected to be \$487,082 which fits within our emergency budget for the design. The work will be spread out from August 2020 through May of 2021. Staff is still in discussion with Carollo and SGM on the need for the mixing basin, if we can design the plant to act as this basin the City will save a significant amount of money on its design and construction. This is still being determined, and if deemed 100% necessary we will most likely contract SGM to complete that work instead of Carollo.
Issues:	None
Staff Recommendation:	Staff is recommending approval of the Carollo Design Proposal for the Red Mountain Water Treatment Plant and No Name Tunnel Design Upgrades due to the Grizzly Creek Fire and Future Treatment Plant Planning.

SCOPE OF WORK

October 22, 2020

GRIZZLY CREEK FIRE WATER TREATMENT RESPONSE ON-CALL SUPPORT

City of Glenwood Springs

Carollo Engineers, Inc., (Carollo or Contractor) will provide engineering services for the City of Glenwood Springs Water Treatment System in response to the Grizzly Creek Fire due to the impacts to the City's watershed and anticipated changes in raw water quality. The project consists of source water sampling and monitoring; improvements at the No Name Cave WTP (NNCWTP), improvements and optimization support at the Red Mountain Water Treatment Plant (RMWTP), and a mixing vault at the RMWTP.

The Scope of Services include the following tasks:

- Task 1 – Project Management
- Task 2 – Source Water Sampling and Monitoring
- Task 3 – RMWTP Optimization Support
- Task 4 – NNCWTP and RMWTP Improvements
- Task 5 – RMWTP Mixing Vault (Optional)

The preliminary project schedule and fee are included as part of this scope of services. The schedule and fee are based on previous conversations with City staff outlining desired design and construction timelines in advance of 2021 spring run-off for the NNCWTP and RMWTP Improvements. This scope of services does not include construction administration/inspection services, which can be added at a later date at the City's discretion.

Task 1 – Project Management and Coordination

Carollo will provide overall project management services for all phases of the project. This will include coordination of all activities for each Task in this scope of work, financial management, and status of the project, serving as the primary point of communication with the City's representatives.

Carollo and the City will conduct routine calls (approximately every 2 weeks) to maintain communication for this fast-paced project and maintain City staff input through development of the design and improvements.

Carollo will provide monthly invoices to the City. Concise progress reports will identify progress towards deliverables and any projected or actual deviations in cost or schedule, with recommended measures to address each, should they arise throughout the course of the project.

Task 1 Assumptions

- Approximately #=12? coordination meetings
- Project duration approximately 8 months

Task 1 City Inputs

- Participation in coordination meetings

- Schedule or scope modifications identified by the City

Task 1 Deliverables

- Monthly progress reports

Task 2 – Source Water Sampling and Monitoring

Task 2.1 Source Water Sampling Plan

Carollo will provide a source water sampling plan and an excel spreadsheet for the City to use for data entry. The sampling plan will include recommendations for the Grizzly Creek, No Name Creek, and Roaring Fork sources. Additional considerations will be included for Carollo to evaluate potential source water impacts to the wastewater treatment plant and Class B Biosolids classification. Source water sampling is recommended through November 1, 2021 at a minimum.

Task 2.2 Source Water Sampling Data Review

Monthly review of the provided source water data will be conducted by Carollo over an approximately 8-month period to continuously monitor the source water quality and determine if additional sampling is recommended or if sampling parameters can be reduced at any time during the sampling plan duration.

Task 2.3 No Name Creek Remote Turbidity Monitoring

Remote turbidity monitoring at the No Name Creek intake will be investigated for feasibility with respect to installation, access, power, and telemetry. Based on the initial feasibility assessment, installation recommendations and guidance will be provided to support City staff.

Task 2.4 Grizzly Creek Remote Turbidity Monitoring

Carollo will investigate the feasibility of remote turbidity monitoring at the Grizzly Creek intake with respect to installation, access, power, and telemetry. Based on the initial feasibility assessment, installation recommendations and guidance will be provided to support City staff.

Task 2 Assumptions

- City will conduct all necessary sampling and analysis outside this scope of work.
- Installation and procurement of selected remote monitoring equipment will be completed and/or coordinated by the City.
- Carollo will provide installation recommendations and guidelines from other similar installations. Construction drawings and details are not assumed to be necessary.

Task 2 City Inputs

- Input monthly sampling data into excel spreadsheet and send via email or OneDrive to Carollo for monthly review.
- Conduct monthly sampling as practical to meet recommendations in the sampling plan.

Task 2 Deliverables

- Source water sampling plan in PDF format
- Source water sampling plan data entry log in Excel format

Task 3 – Red Mountain Water Treatment Plant Optimization Support

To support the City's operations staff in developing a robust response to possible challenges associated with the water quality impacts of the fire the following tasks will be performed.

Task 3.1 Process Optimization Support and Training

Comprehensive chemical treatment strategies to understand the water quality and chemical dosing optimization will be critical for operations staff. Carollo Engineers, Inc. will provide a rental ZetaSizer instrument for the City's use to determine if this instrument provides value for the City's staff and process decision making. Guidance on selection of a similar instrument will be provided by Carollo in addition to preliminary training on how to use the instrument to support chemical treatment decisions.

Carollo will provide operator training on the zeta titration method for chemical dosing strategy and decision support. Additionally, a jar testing standard operating procedure (SOP)/ guidance document with an electronic excel spreadsheet to document dosing calculations and testing results will be developed for the City to provide additional decision support tools and methods. A one-day training session will be conducted to teach staff how to conduct a jar test and use this method as an additional mechanism to make decisions.

Carollo will evaluate the existing chemical feed strategies to confirm dosing calculations and support City staff in transitioning to automated chemical feed systems. Systems to be reviewed include caustic soda, poly-aluminum chloride, filter aid polymer, and disinfection. As part of this analysis, capacities will be reviewed with respect to the anticipated water quality changes. A technical memorandum (TM) will be prepared to summarize process optimization recommendations.

Carollo recommends the addition of a high molecular weight cationic polymer chemical system fed at flocculation stage 1. Carollo will provide guidance on chemical feed equipment for City procurement and installation. The CDPHE demonstration project approval form for the recommended cationic polymer system will be completed by Carollo as part of this task.

Task 3.2 Solids Removal Process Evaluation and Improvements

The capacity of the existing solids handling infrastructure from the sedimentation basin will be evaluated to determine limitations that may arise due to increased turbidity events. This evaluation will include the capacity of the following: existing sedimentation basin trac-vac system, collection system infrastructure to the waste holding tank, downstream lift station and wastewater treatment/ solids handling process.

Back-up solids removal pumps will be sized by Carollo Engineers, Inc. and equipment will be recommended for the City to procure for this purpose. Recommendations for solids discharge from the proposed pumps will be developed to discharge to an onsite sanitary sewer manhole in the event of an emergency.

Alternative solids discharge and storage options at the RMWTP will be evaluated. This evaluation will include the existing permitted discharge location at the Roaring Fork River and storage options on the RMWTP site, such as the abandoned solids handling lagoons.

Task 3.3 SCADA Improvements

Carollo will develop proposed SCADA improvements, recommendations for process variable data trending for process control and decision support, automated reports, alarm recommendations, and instrumentation improvements to support the recommended process control modifications. A scoping meeting will be held between Carollo Engineers, Inc., City staff, and Browns Hill Electrical and Controls (BHEC) to determine the best path forward to implement the recommended process control improvements. Carollo will develop a control narrative based on the approach determined to be most suitable given the City's existing infrastructure. Instrumentation procurement guidance will be provided as necessary based on the initial implementation meeting.

Task 3 Assumptions

- ZetaSizer instrument will be provided to the City for approximately two weeks.
- Design of recommended chemical feed system modifications in addition to the low molecular weight cationic polymer addition at flocculation stage 1 will be included in Task 4.
- Design recommendations from the solids handling evaluation will be included in Task 4.

Task 3 City Inputs

- Scope of work for the City's integrator (BHEC) will be contracted separately with the City.
- The City will procure a ZetaSizer instrument. The cost of this instrument is not included in the fee estimate.
- Continued application of zeta titration and jar testing methods to develop skills in preparation for water quality changes during spring 2021 runoff.

Task 3 Deliverables

- Jar testing and zeta titration SOP
- One-day training session on jar testing
- TM documenting process optimization evaluation and recommendations.
- Design deliverables and CDPHE demonstration project approval form for the recommended cationic polymer system at flocculation stage 1.
- Control narrative for proposed SCADA improvements.

Task 4 – No Name Cave WTP and Red Mountain WTP Improvements

Carollo will develop a design approach for the NNCWTP Improvements and the RMWTP Improvements investigated in earlier tasks. 60% and 90% design documents for the process, structural, and mechanical modifications will be developed for City review and comment prior to finalizing 100% design documents for construction bidding. The proposed improvements for the NNCWTP and RMWTP will be bid together for construction starting January 4, 2021. Construction administration services/inspection are not included in the scope of work and can be further developed after the construction procurement phase.

Task 4.1 Existing Infrastructure Evaluation and Model Development

Field measurements will be collected to develop a 3D SketchUp model for the preliminary evaluation and for development of electronic drawing files for the construction and permitting process. Carollo's structural engineer will provide one field visit during design to assess the tank structure, provide field demolition direction to the City's internal construction team, and develop an approach for the proposed equipment within the existing tanks.

Carollo will use existing record drawings for the preliminary design considerations and drawings development of the pre-treatment and filter building facility at the RMWTP. Drawings will be developed as 3D models and will be provided to the City in PDF and/or MicroStation as requested. Field verification of existing structures will take place during one site visit with the team's structural engineer.

SGM Engineers conducted a survey of the existing site and utility locates for critical infrastructure, which will be provided to Carollo. The PDF Record Drawings will be used to confirm collection system piping capacity based on anticipated solids removal to the waste holding storage tank.

Task 4.2 Preliminary design

A hydraulic model from the No Name Creek intake at the headworks building through the existing and proposed infrastructure to the aqueduct leaving the cave will be developed to assess hydraulic

limitations associated with the proposed modification. Water surface elevations will be used from the City's historic hydraulic studies, surveyed field verification of water surface elevations is not included unless supplied by others. The preliminary design approach and recommendations will be discussed with City staff for comments and modifications prior to 60 % design development.

A hydraulic model from the Canyon Tanks to the RMWTP will be developed in InfoWorks software to determine available head pressure and losses at the RMWTP for the proposed improvements. Carollo will use as-built drawings for model development; additional survey may be requested by the City's contracted surveyor outside this scope of work for the Roaring Fork Pipeline Project, SGM Engineers.

Carollo will develop a preliminary design approach to provide settling at the NNCWTP given the available infrastructure. Design for these improvements includes coordination for electrical improvements within the No Name Cave with the Browns Hill Engineering and Controls (BHEC) and the City's electrical contractor, gate and drain replacement and automation (for the gates), inlet design, inclined plate settlers and solids collection piping and outlet troughs, baffle walls, and a cationic polymer feed system. Carollo will identify and provide pre-purchase support for long-lead time equipment. The longest lead time equipment is expected to include the system inlet gate, baffle walls, and inclined plate settlers and troughs.

At the RMWTP, Carollo will provide a preliminary design approach to increase capacity of the existing sedimentation and solids collection system and improve filter performance by retrofitting the existing underdrains, potential structural modification (such as raising the existing troughs), and replacing the filter media. Design for these improvements include consideration of available electrical capacity, coordination for electrical improvements with the City's electrical construction contractor and Browns Hill Engineering and Controls (BHEC), replacement of existing inclined plate settlers and solids collection system, filter underdrain and media replacement, and chemical feed system modifications. Carollo will identify and provide pre-purchase support for long-lead time equipment. The longest lead time equipment is expected to include the inclined plate settler and solids collection system, polymer system, and filter underdrains.

Task 4.3 60% Design

Drawings and specifications will be developed as a 60% design review package. A Technical Memorandum (TM) documenting the design criteria and assumptions will also be provided as part of the 60% design package submittal. This scope of work includes a construction drawing set of 80 drawings. The preliminary drawing list for this project is provided as Attachment 1 for reference.

A construction cost estimate from Carollo's estimating team will be submitted with the 60% design package. The level of accuracy for the cost estimate will be based on the design detail available and will generally be consistent with the Association for the Advancement of Cost Engineer (AACE) Class 3.

The cost estimate will be provided within one week after delivery of the 60% document package. The level of accuracy for the cost estimate will be based on the design detail available and will generally be consistent with AACE Class 3.

Task 4.4 90%/ 100% Design

Carollo will advance the 60% design to a 90% design package for City review. Once City comments have been received, Carollo will finalize the design for permitting and bidding and deliver a 100% set for use in bidding construction.

A cost estimate will be provided by Carollo's estimating team at 90% within one week after delivery of the document package. The level of accuracy for the cost estimate will be based on the design detail available and will generally be consistent with AACE Class 3.

Task 4.5 CDPHE Permitting Coordination

Carollo will provide coordination with the Colorado Department of Public Health and Environment (CDPHE) at various points in the design. Carollo will coordinate an initial meeting with the CDPHE to provide an overview of the project and discuss the approach to the process design submittal. Carollo will provide the Basis of Design Report (BODR) Form and stamped drawings and specifications for permitting and project approval.

Additional drawings sets will be provided to the City for permitting coordination with other agencies having jurisdiction (AHJ).

Task 4.6 Bidding Services

Carollo will attend one pre-bid meeting at the RMWTP.

Carollo will prepare one technical addendum to the design package to address Construction Contractor questions identified during bidding.

Carollo will tabulate and evaluate bids received and will provide a recommendation to the City.

Task 4 Assumptions

- The NNCWTP and RMWTP have single phase electrical service. Design for increasing the site's electrical service or conversion to 3 phase power is not included in this scope of work.
- Electrical, Instrumentation, and Control design and integration will be provided by BHEC. Carollo will coordinate instrumentation and process control needs with the City and BHEC and provide a process flow diagram with instrumentation for BHEC to develop P&IDs, controls requirements in equipment specifications, and control narratives for integration. BHEC will be contracted directly with the City.
- Improvements to the RMWTP site, access road, or yard piping is not included.
- Survey will not be performed in the existing cave to confirm dimensions during the design phase. Infrastructure may require additional field modifications at the time of installation.
- Carollo will provide 60% and 90% milestone design deliverables as part of a comprehensive design package. The deliverables will be provided electronically (PDF or Bluebeam Studio review format).
- Drawings, key equipment specifications (or equipment cut sheets if appropriate) and the BODR will be provided at 60% if necessary.
- All drawings, specifications, and details will be provided at 90% and 100% bid documents.
- Cost estimate will be provided at 60% and updated at the 90% design milestone.
- Carollo will support the decision-making process for project elements, phasing, and bid packaging.

Task 4 City Inputs

- Internal City construction team will conduct demolition of infrastructure with minimal field direction and demolition construction plans will not be required at the NNCWTP. Required demolition at the RMWTP to support construction will be included in the construction documents and will be completed by the selected General Contractor.
- Permitting through the Forest Service, City Building Department, City Fire Department, Garfield County, or other AHJ, as required will be coordinated by City staff.

- Review of design deliverables will be accomplished in three business days to meet the scheduling requirements.
- Confirmation on project delivery approach and construction work to be completed by the City's internal construction team versus a General Contractor will be provided during the preliminary design phase.
- The City will officially issue all addenda during the bid process.

Task 4 Deliverables

- Raw water supply pipeline hydraulic model and TM documenting assumptions, approach, and findings.
- 60% and 90% design deliverables and cost estimates.
- 100% design documents for bidding and local agency permitting
- Design deliverables and BODR form, as necessary to support permitting documentation.
- One technical addendum for the bid package.
- Tabulated construction bids and written recommendation.

Task 5 – Red Mountain Water Treatment Plant Mixing Vault Design (Optional)

Carollo will develop a design approach for the RMWTP Mixing Vault for the process, mechanical, structural, electrical, and site modifications. As part of the design process the project team will evaluate the feasibility of a blending structure or a pipeline blending approach to determine the best approach to combine the Roaring Fork Pipeline source water and the source water supplied by the Canyon Tanks (No Name and Grizzly Creek). The tasks included in this scope of work include design of a blending structure as a conservative approach. The 60% and 90% design documents for the process, structural, and mechanical modifications will be developed for City review and comment prior to finalizing 100% design documents for construction bidding. The mixing vault and Roaring Fork Pipeline projects will be bid together for construction starting in Summer 2021. Construction administration services/inspection are not included in the scope of work and can be further developed after the construction procurement phase.

Task 5.1 Preliminary design

Carollo will provide a preliminary design approach for a mixing vault that combines Roaring Fork Source Water from the new Roaring Fork Pipeline and source water from the Canyon Tanks. An evaluation will be conducted during preliminary design to understand the hydraulics from both sources, site the proposed structure, and develop the most feasible, cost effective approach for construction. Design elements for the mixing vault include a below grade tank with access hatches, inlet and outlet valves and flow metering considerations, yard piping, site grading, solids removal considerations, and connection to the existing RMWTP. If the design approach is modified during preliminary design to include additional elements, the scope of work will be revised at that time.

Carollo will use existing geotechnical evaluations from the 1993 Pretreatment Project for preliminary design considerations. As design progresses an additional geotechnical report may also be required due to the site conditions and historic geotechnical challenges at the site. Cost associated with any additional geotechnical investigations are not included in the fee estimate.

SGM Engineers conducted a survey of the existing site and utility locates for critical infrastructure, which will be provided to Carollo. as available. The PDF Record Drawings will be used if necessary, to connect new infrastructure to the existing RMWTP and site piping.

The preliminary design approach and recommendations will be discussed with City staff for comments and modifications prior to the 60 percent design development. Additionally, Carollo's project manager will coordinate with the engineering team working on the Roaring Fork Pipeline project to provide tie-in locations and connection and water surface elevations for pump calculations.

Task 5.2 60% Design

Drawings and specifications will be developed as a 60 percent design review package. A TM documenting the design criteria and assumptions will also be provided as part of the 60 percent design package submittal. The proposed scope of work for this task includes 35 drawings for the construction set.

A cost estimate from Carollo's estimating team will be submitted with the 60 percent design package. The level of accuracy for the cost estimate will be based on the design detail available and will generally be consistent with AACE Class 3.

Task 5.3 90%/ 100% Design

Carollo will advance the 60% design to a 90% design package for City review. Once City comments have been received, Carollo will finalize the design for permitting and bidding.

A cost estimate will be provided by Carollo's estimating team at 90%. The level of accuracy for the cost estimate will be based on the design detail available and will generally be consistent with AACE Class 3.

Task 5.4 CDPHE Permitting Coordination

Carollo will provide coordination with the CDPHE at various points in the design. Carollo will coordinate an initial meeting with the CDPHE in February to provide an overview of the project and discuss the need for or approach to the process design submittal. If required, Carollo will provide the BODR Form and stamped drawings and specifications for permitting and project approval.

Additional drawings sets will be provided to the City for permitting coordination with other AHJ.

Task 5.5 Bidding Services

Carollo will attend one pre-bid meeting at the RMWTP.

Carollo will prepare one technical addendum to the design package to address Construction Contractor questions identified during bidding.

Carollo will tabulate and evaluate bids received and will provide a recommendation to the City.

Task 5 Assumptions

- Survey for the proposed site will be provided to Carollo Engineers, Inc. by SGM Engineers in electronic/ AutoCAD format.
- Electrical, Instrumentation, and Control design and integration will be provided by BHEC. Carollo will coordinate instrumentation and process control needs with the City and BHEC and provide a process flow diagram with instrumentation for BHEC to develop P&IDs, controls requirements in equipment specifications, and control narratives for integration. BHEC will be contracted directly with the City.
- Carollo will provide milestone design deliverables as part of a comprehensive design package. The deliverables will be provided electronically (PDF format).
- Drawings, the BODR, and process specifications will be provided at 60 percent.
- All drawings, specifications, and details will be provided at 90% and 100% bid documents.

- Cost estimate will be provided at the 60% and 90% design milestones.
- Carollo will support the decision-making process for project elements, phasing, and bid packaging.
- Carollo will support the City on up to 3 non-technical (i.e., procedural) addenda during bidding.

Task 5 City Inputs

- One-week review and comment on the design deliverables and cost estimates.
- Permitting through the Forest Service, City Building Department, City Fire Department, or other AHJ, as required will be coordinated by City staff.
- The City will officially issue all addenda during the bid process.

Task 5 Deliverables

- TM documenting design criteria and assumptions, in electronic/ PDF format.
- 60% and 90% design deliverables and cost estimates.
- 100% design documents for bidding and permitting
- Design deliverables and BODR form, as necessary to support permitting documentation.
- One technical addendum for the bid package.
- Conformed documents including AHJ comments and addenda, prepared and issued at the start of construction.
- Tabulated construction bids and written recommendation.

Project Schedule

The preliminary project schedule is provided in Attachment 2.

Estimated Project Fee

The project fee is provided in Attachment 3. The fee is based on the scope of work and the schedule in this document. The work will be performed on a time and materials basis.

General Project Assumptions

- The standard of care applicable to Contractor's services will be the same degree of care, skill, and diligence employed by professionals performing the same or similar services in Colorado. In case of any conflict between the interests of the City and any other entity, the Contractor shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.
- The City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing Contractor's services under this Agreement.
- Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over incoming water quality and/or quantity, or over the way the City's plants and/or associated processes are operated and/or maintained. Data projections and estimates are based on Carollo's opinion based on experience and judgment. Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Contractor and Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future, except to the extent such inconsistencies are caused by Contractor's negligent performance hereunder.

APPROVAL

CITY:

Name, Title

Date

CONTRACTOR:

Vincent Hart, Executive Vice President

Date

John Rehring, Vice President

Date

GLENWOOD SPRINGS WATER SYSTEM IMPROVEMENTS PRELIMINARY DRAWING LIST
DATE: 10/21/20

AREA	DWG LETTER	NUMBER	SHEET TITLE - LINE 1
00	GENERAL		
00	G	001	COVER SHEET AND VICINITY/LOCATION MAPS
00	G	002	DRAWING INDEX
00	G	003	GENERAL NOTES AND SYMBOLS
00	G	004	ABBREVIATIONS
00	G	005	NNC OVERALL SITE PLAN AND FACILITY KEY PLAN
00	G	006	RMWTP OVERALL SITE PLAN AND FACILITIES KEY PLANS
00	G	007	DESIGN CRITERIA
00	G	008	PROCESS FLOW DIAGRAM
00	G	009	HYDRAULIC PROFILE
00	GD	001	DEMOLITION GENERAL NOTES
00	GS	001	STRUCTURAL NOTES, SYMBOLS, AND ABBREVIATIONS
00	GM	001	MECHANICAL NOTES, SYMBOLS, AND ABBREVIATIONS
00	GM	002	MECHANICAL EQUIPMENT SCHEDULE
00	GM	003	PIPE SCHEDULE 1
20	NO NAME CAVE WATER TREATMENT PLANT		
			<u>STRUCTURAL</u>
20	S	001	SEDIMENTATION BASIN UPPER PLAN
20	S	002	SEDIMENTATION BASIN LOWER PLAN
20	S	003	SEDIMENTATION BASIN SECTIONS AND DETAILS - I
20	S	004	SEDIMENTATION BASIN SECTIONS AND DETAILS - II
20	S	005	SEDIMENTATION BASIN SECTIONS AND DETAILS - III
			<u>MECHANICAL</u>
20	M	001	SEDIMENTATION BASIN UPPER PLAN
20	M	002	SEDIMENTATION BASIN LOWER PLAN
20	M	003	DRAIN CHANNEL PLAN
20	M	004	SEDIMENTATION BASIN SECTIONS AND DETAILS - I
20	M	005	SEDIMENTATION BASIN SECTIONS AND DETAILS - II
20	M	006	SEDIMENTATION BASIN SECTIONS AND DETAILS - III
20	M	007	SEDIMENTATION BASIN SECTIONS AND DETAILS - IV
20	M	008	SOLIDS COLLECTION PLAN, SECTIONS, AND DETAILS
20	M	009	CHEMICAL FEED SYSTEM PLAN
20	M	010	CHEMICAL FEED SYSTEM SECTIONS AND DETAILS
			<u>HVAC</u>
20	H	001	AIRFLOW SCHEMATIC
20	H	002	NNC TREATMENT PLANT PLAN, SECTIONS, AND DETAILS
			<u>INSTRUMENTATION</u>
20	N	001	PROCESS FLOW DIAGRAM - NNWTP - PRE-SEDIMENTATION BASIN - I
20	N	002	PROCESS FLOW DIAGRAM - NNWTP - PRE-SEDIMENTATION BASIN - II
20	N	003	PROCESS & INSTRUMENTATION - NNWTP - POLYMER FEED AND STORAGE
RED MOUNTAIN WATER TREATMENT PLANT			
30	RMWTP PRE-TREATMENT BUILDING		
			<u>STRUCTURAL</u>
30	DS	001	SEDIMENTATION BASIN DEMOLITION UPPER PLAN
30	DS	002	SEDIMENTATION BASIN DEMOLITION LOWER PLAN
30	DS	003	SEDIMENTATION BASIN DEMOLITION SECTIONS AND DETAILS - I
30	DS	004	SEDIMENTATION BASIN DEMOLITION SECTIONS AND DETAILS - II
30	S	001	SEDIMENTATION BASIN UPPER PLAN
30	S	002	SEDIMENTATION BASIN LOWER PLAN
30	S	003	SEDIMENTATION BASIN SECTIONS AND DETAILS - I
30	S	004	SEDIMENTATION BASIN SECTIONS AND DETAILS - II
30	S	005	SEDIMENTATION BASIN SECTIONS AND DETAILS - III
			<u>MECHANICAL</u>
30	DM	001	SEDIMENTATION BASIN DEMOLITION UPPER PLAN
30	DM	002	SEDIMENTATION BASIN DEMOLITION LOWER PLAN
30	DM	003	SEDIMENTATION BASIN DEMOLITION SECTIONS AND DETAILS
30	M	001	SEDIMENTATION BASIN LOWER LEVEL PLAN
30	M	002	SEDIMENTATION BASIN UPPER LEVEL PLAN
30	M	003	SEDIMENTATION BASIN SECTIONS AND DETAILS - I
30	M	004	SEDIMENTATION BASIN SECTIONS AND DETAILS - II
30	M	005	SEDIMENTATION BASIN SECTIONS AND DETAILS - III
30	M	006	SOLIDS COLLECTION PLAN, SECTIONS, AND DETAILS
30	M	007	CHEMICAL FEED SYSTEM PLAN
30	M	008	CHEMICAL FEED SYSTEM SECTIONS AND DETAILS

			<u>INSTRUMENTATION</u>
30	N	001	PROCESS FLOW DIAGRAM RMWTP SEDIMENTATION BASIN - I
30	N	002	PROCESS FLOW DIAGRAM RMWTP SEDIMENTATION BASIN - II
50	N	001	PROCESS FLOW DIAGRAM RMWTP CHEMICAL FEED SYSTEMS - I
50	N	002	PROCESS FLOW DIAGRAM RMWTP CHEMICAL FEED SYSTEMS - II

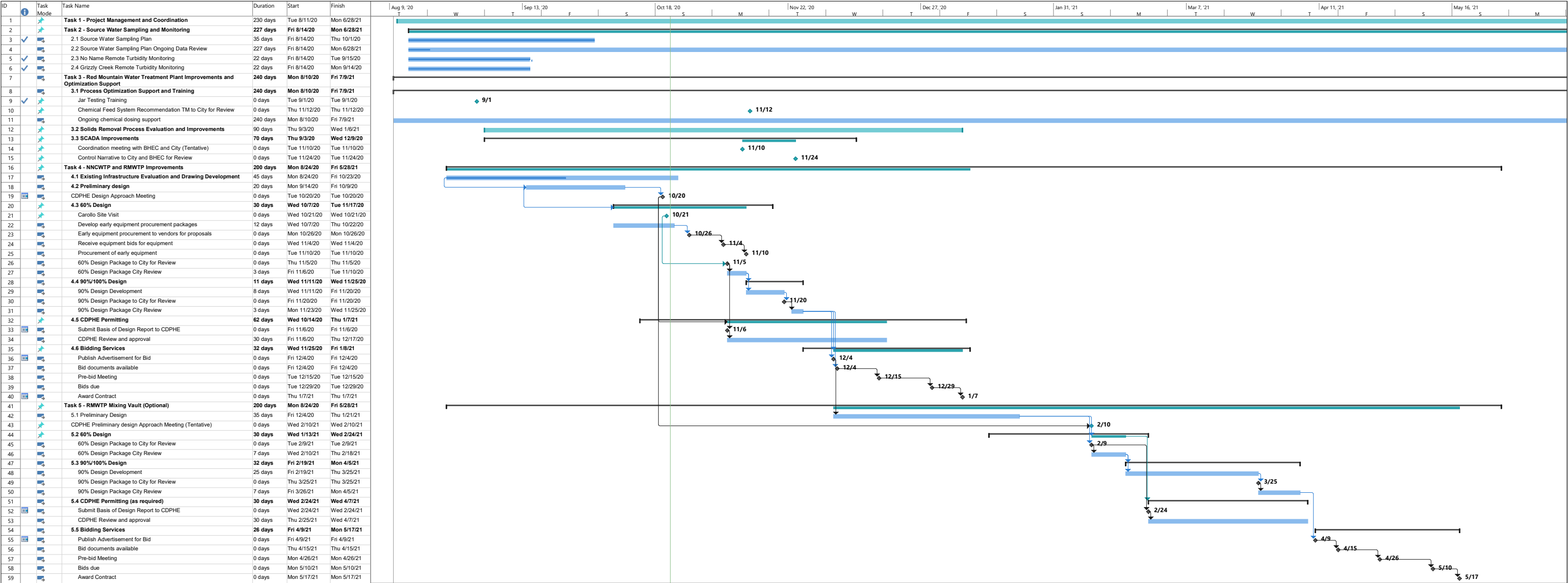
40	RMWTP FILTER BUILDING		
40	M	001	FILTER BUILDING KEY PLAN

			<u>STRUCTURAL</u>
40	DS	001	FILTER DEMOLITION PLAN, SECTIONS, AND DETAILS
40	S	002	SETTLED WATER LAUNDER PLAN AND SECTIONS
40	S	003	FILTER UPPER AND LOWER PLAN
40	S	004	FILTER SECTIONS AND DETAILS - I
40	S	005	FILTER SECTIONS AND DETAILS - II

			<u>MECHANICAL</u>
40	DM	001	FILTER DEMOLITION PLAN
40	DM	002	FILTER DEMOLITION SECTIONS AND DETAILS - I
40	DM	003	FILTER DEMOLITION SECTIONS AND DETAILS - II
40	M	001	SETTLED WATER PIPING AND CHEMICAL STORAGE ROOM PLAN
40	M	002	SETTLED WATER PIPING AND CHEMICAL STORAGE ROOM SECTIONS AND DETAILS
40	M	003	FILTER PLAN
40	M	004	FILTER UPPER PLAN
40	M	005	FILTER LOWER PLAN
40	M	006	FILTER SECTIONS AND DETAILS - I
40	M	007	FILTER SECTIONS AND DETAILS - II
40	M	008	FILTER SECTIONS AND DETAILS - III
40	M	009	FILTER DRAINAGE PLAN
40	M	010	FILTER DRAINAGE SECTIONS AND DETAILS - I
40	M	011	FILTER BACKWASH PLAN
40	M	012	FILTER BACKWASH SECTIONS AND DETAILS - I
40	M	013	FINISHED WATER PIPE GALLERY AND CLEARWELL PLAN & SECTIONS
40	M	014	FINISHED WATER PIPE GALLERY AND CLEARWELL PLAN & SECTIONS

			<u>INSTRUMENTATION</u>
40	N	001	PROCESS FLOW DIAGRAM - RMWTP FILTERS - I
40	N	002	PROCESS FLOW DIAGRAM - RMWTP FILTERS - II
60	N	001	PROCESS FLOW DIAGRAM - RMWTP ANCILLARY SYSTEMS

TYPICAL DETAILS			
00	TS	001	STRUCTURAL TYPICAL DETAILS - I
00	TS	002	STRUCTURAL TYPICAL DETAILS - II
00	TS	003	STRUCTURAL TYPICAL DETAILS - III
00	TM	001	MECHANICAL TYPICAL DETAILS - I
00	TM	002	MECHANICAL TYPICAL DETAILS - II
00	TM	003	MECHANICAL TYPICAL DETAILS - III
00	TM	004	MECHANICAL TYPICAL DETAILS - IV
00	TN	001	INSTRUMENTATION TYPICAL DETAILS - I
00	TN	002	INSTRUMENTATION TYPICAL DETAILS - II



CITY OF GLENWOOD SPRINGS GRIZZLY CREEK FIRE ON-CALL ENGINEERING SERVICES LABOR HOURS AND ENGINEERING FEE	CAROLLO LABOR											EXPENSES			TOTAL BASE COST
	Senior Professional	Senior Specialist	Lead Project Professional	Project Professional	Staff Professional	Designer	Senior Technician	Technician	Document Processing/Clerical	Total Direct Labor Hours	Total Carollo Labor Cost	Project Communication and Equipment Expense	Travel	Total Expenses	
Hourly Rate Schedule:	\$255	\$232	\$180	\$170	\$145	\$200	\$170	\$130	\$99			\$13.00			
Task 1 - Project Management and Coordination	8	0	32	12	0	0	0	0	0	52	\$9,840	\$676	\$0	\$676	\$10,516
Project Coordination and Progress Reporting (8 Months, August through April)			8							8	\$1,440	\$104		\$104	\$1,544
Biweekly Coordination Calls	8		24	12						44	\$8,400	\$572		\$572	\$8,972
Task 2 - Source water sampling and monitoring	4	0	30	26	26	0	0	0	4	90	\$15,006	\$1,170	\$0	\$1,170	\$16,176
2.1 Source water sampling plan			6		12				4	22	\$3,216	\$286		\$286	\$3,502
2.2 Source water sampling plan ongoing review (estimated though April)	2		6	18	6					32	\$5,520	\$416		\$416	\$5,936
2.3 No Name Creek remote turbidity monitor	1		12							13	\$2,415	\$169		\$169	\$2,584
2.4 Grizzly Creek remote turbidity monitor and diversion structure evaluation	1		6	8	8					23	\$3,855	\$299		\$299	\$4,154
Task 3 - Red Mountain WTP optimization support	18	20	92	112	112	0	0	0	20	374	\$63,050	\$4,862	\$300	\$5,162	\$68,212
3.1 Process optimization support and training	8		40	48	54				12	162	\$26,418	\$2,106	\$300	\$2,406	\$28,824
3.2 Solids removal capacity evaluation and recommendations	4	8	16	32	40				6	106	\$17,590	\$1,378		\$1,378	\$18,968
3.3 SCADA improvements and recommendations	6	12	36	32	18				2	106	\$19,042	\$1,378		\$1,378	\$20,420
Task 4 - No Name Cave WTP and Red Mountain WTP Improvements	144	126	220	254	274	416	502	0	84	2,020	\$365,318	\$26,260	\$600	\$26,860	\$392,178
4.1 Existing infrastructure investigation and model development	12	6	20	12	18	60				128	\$24,702	\$1,664		\$1,664	\$26,366
4.2 Preliminary Design	12	24	40	48	48	80	76		6	334	\$60,462	\$4,342	\$600	\$4,942	\$65,404
4.3 60% Design	40	36	52	76	72	120	186		24	606	\$109,268	\$7,878		\$7,878	\$117,146
4.4 90%/ 100% Design	40	36	60	62	78	120	240		24	660	\$118,378	\$8,580		\$8,580	\$126,958
4.5 CDPHE permitting coordination	24		24	32	42				24	146	\$24,346	\$1,898		\$1,898	\$26,244
4.6 Bidding Services	16	24	24	24	16	36			6	146	\$28,162	\$1,898		\$1,898	\$30,060
PROJECT TOTAL	174	146	374	404	412	416	502	0	108	2,536	\$453,214	\$32,968	\$900	\$33,868	\$487,082
Task 5 - Red Mountain WTP Mixing Vault Design (Optional)	40	104	122	180	198	166	0	0	54	864	\$154,100	\$11,200	\$300	\$11,500	\$165,700
5.1 Preliminary design	10	12	16	32	48	28			6	152	\$26,808	\$1,976	\$300	\$2,276	\$29,084
5.2 60% design	12	32	24	48	60	60			10	246	\$44,654	\$3,198		\$3,198	\$47,852
5.3 90%/ 100% Design	8	48	24	64	32	62			24	262	\$47,792	\$3,406		\$3,406	\$51,198
5.4 CDPHE permitting coordination	8		26	24	42				8	108	\$17,682	\$1,404		\$1,404	\$19,086
5.5 Bidding Services	2	12	32	12	16	16			6	96	\$17,208	\$1,248		\$1,248	\$18,456
PROJECT TOTAL (Including Optional Scope)	214	250	496	584	610	582	502	0	162	3,400	\$607,314	\$44,168	\$1,200	\$45,368	\$652,782



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Ordinance No. 25, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2020 Assessment for Collection in Fiscal Year 2021 and Providing for a Temporary Tax Credit (FIRST READING)

Action Requested: Approve Mill Levy Certifications for collection year 2021 for the City of Glenwood Springs.

Department: Finance

Presented By: Yvette Gustad, Finance Director

Background Info: Property Tax collection is set each year for the voter approved Mill Levy's. The amounts are set based on net assessed value of properties within the City of Glenwood Springs. This must be approved and certified to Garfield County by December 15th of each year. The numbers presented in Exhibit A reflect preliminary assessed valuation numbers provided by Garfield County and will be updated to actual when final assessments are received later in November.

Issues: None

Staff Recommendation: Staff recommends approval of the Ordinance to certify the Mill Levy for 2021.

ORDINANCE NO. 25

Series of 2020

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE
2020 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2021.**

WHEREAS, the City Council of the City of Glenwood Springs has adopted by Resolution 2020-37 the budget for fiscal year 2021 commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the City Council of the Glenwood Springs desires to fix a mill levy pursuant to Section 9.7 of the Municipal Charter of the City of Glenwood Springs to enable the City to have sufficient revenues to pay the proposed expenditures for fiscal year 2021; and

WHEREAS, pursuant to Section 4.1 of the Municipal Charter of the City of Glenwood Springs, the City Council is required to levy taxes by ordinance.

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

Section 1. The mill levy for general purposes that shall be assessed upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Glenwood Springs, shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

Section 2. The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15th day of December 2020.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 19TH DAY OF NOVEMBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of _____, Colorado.On behalf of the _____,
(taxing entity)^Athe _____,
(governing body)^Bof the _____,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ _____ assessed valuation of: _____
(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57)^E

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year _____.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	mills	\$
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	mills	\$

Contact person: _____ Daytime phone: () _____
(print)

Signed: _____ Title: _____

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

2. Purpose of Issue: _____
 Series: _____
 Date of Issue: _____
 Coupon Rate: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

4. Purpose of Contract: _____
 Title: _____
 Date: _____
 Principal Amount: _____
 Maturity Date: _____
 Levy: _____
 Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Ordinance No. 26, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2020 Assessment for Collection in Fiscal Year 2021 for the Glenwood Springs General Improvement District No. 1980 and Providing for a Temporary Tax Credit (FIRST READING)

Action Requested: Approve Mill Levy Certifications for collection year 2021 for the General Improvement District No. 1980.

Department: Finance

Presented By: Yvette Gustad, Finance Director

Background Info: Property Tax collection is set each year for the voter approved Mill Levy's. The amounts are set based on net assessed value of properties within the General Improvement District (GID). This must be approved and certified to Garfield County by December 15th of each year. The numbers presented in Exhibit A reflect preliminary assessed valuation numbers provided by Garfield County and will be updated to actual when final assessments are received later in November.

Issues: None

Staff Recommendation: Recommend approval of Ordinance to certify the GID Mill Levy for 2021.

ORDINANCE NO. 26

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE 2020 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2021 FOR THE GLENWOOD SPRINGS GENERAL IMPROVEMENT DISTRICT NO. 1980.

WHEREAS, the City Council of the City of Glenwood Springs has established the Glenwood Springs General Improvement District No. 1980; and

WHEREAS, the City Council of the City of Glenwood Springs has adopted, by Resolution 2020-37 the budget for fiscal year 2020 commencing January 1, 2021 and ending December 31, 2021; and

WHEREAS, the City Council, as the ex-officio Board of Directors of the Glenwood Springs General Improvement District No. 1980, desires to fix a mill levy on the 2020 assessment for collection in fiscal year 2021 commencing January 1, 2021 and ending December 31, 2021, in order to fund improvements within the Glenwood Springs General Improvement District No. 1980.

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

Section 1. The mill levy which shall be assessed upon each dollar of the assessed valuation of all taxable property within the Glenwood Springs General Improvement District No. 1980 shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

Section 2. The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15th day of December 2020.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 19TH DAY OF NOVEMBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Mythen Fletcher, City Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**TO:** County Commissioners¹ of _____, Colorado.On behalf of the _____,
(taxing entity)^Athe _____,
(governing body)^Bof the _____,
(local government)^C**Hereby** officially certifies the following mills
to be levied against the taxing entity's GROSS \$ _____
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)**Note:** If the assessor certified a NET assessed valuation
(AV) different than the GROSS AV due to a Tax
Increment Financing (TIF) Area^F the tax levies must be \$ _____
calculated using the NET AV. The taxing entity's total
property tax revenue will be derived from the mill levy
multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
BY ASSESSOR NO LATER THAN DECEMBER 10****Submitted:** _____ for budget/fiscal year _____.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)**PURPOSE** (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	mills	\$
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	mills	\$

Contact person: _____ Daytime
(print) phone: () _____

Signed: _____ Title: _____

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the
Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form
for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of
Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

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Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____
2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____
4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.



City Council
STAFF REPORT
City of Glenwood Springs
November 19, 2020

Agenda Item: Ordinance No. 27, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Sections of Titles 050 and 070 of the Glenwood Springs Municipal Code Related to Regulation of Marijuana Businesses Within the City of Glenwood Springs, Colorado (FIRST READING)

Action Requested: **Action 1 - Code Amendment** - to revise the marijuana related business and cultivation regulations in Title 050 and Title 070 of the *Glenwood Springs Municipal Code*.

Department: Economic and Community Development

Presented By: Trent Hyatt, Senior Planner

Background Info: The Planning and Zoning Commission (Commission) is the recommending body to City Council on Code Amendment to Title 070 of the Glenwood Springs Municipal Code (Code). For a complete summary and analysis of the proposal, please refer to the attached Commission staff report dated October 27, draft minutes from the October 27, 2020 Commission meeting, and other items attached materials.

Issues: **Planning and Zoning Commission Discussion**
Staff provided background on the proposal to the Commission at their October 27, 2020 meeting where public comment was also taken. The Commission discussed various issues related to the current proposal but specifically the definition of park and related buffers. The Commission recommended using areas defined as parks in Title 090 of the Code but excluding trails. Please note, the attached map is intended to serve as a guide for the review of the proposed Code Amendment and depicts certain smaller neighborhood level parks not identified in 090. Staff will update the map accordingly if/when any regulatory changes are adopted by City Council.

Another applicable issue is whether or not the City applies setback requirements to liquor stores or other uses involving alcohol sales. While the state maintains a standard 500 foot setback from all schools and colleges, the City does not have such a requirement.

Planning and Zoning Commission Recommendation
The Commission voted unanimously 6-0 to recommend approval of the Code Amendment to City Council with the park clarification discussed above.

Staff Recommendation: **Action Alternatives**
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 - Code Amendment - to revise the marijuana related business and cultivation regulations in Title 050 and Title 070 of the *Glenwood Springs Municipal Code*.

Staff Recommendation
Staff recommends approval of the Code Amendment with the findings below.

Recommended Findings:

1. The proposed amendment is consistent with the Comprehensive Plan and other City policies;
2. The proposed amendment does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
3. The proposed amendment is necessary to address a demonstrated community need;
4. The proposed amendment is necessary to respond to substantial changes in conditions; and
5. The proposed amendment is consistent with the general purpose and intent of the Municipal Code.

ORDINANCE NO. 27

SERIES OF 2020

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO,
AMENDING SECTIONS OF TITLES 050 AND 070 OF THE MUNICIPAL
CODE RELATING TO REGULATION OF MARIJUANA BUSINESSES
WITHIN THE CITY OF GLENWOOD SPRINGS, COLORADO.**

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

WHEREAS, Title 050 of the Municipal Code contains provisions regulating the licensing of marijuana businesses within the City, and Title 070 of the Municipal Code contains provisions related to the land use regulation of marijuana businesses in the City; and

WHEREAS, state laws, rules, and regulations regulating medical and retail marijuana businesses have been modified, including revised terminology and combining the Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code into what is now known as the Colorado Marijuana Code; and

WHEREAS, staff recommends updating the pertinent provisions in Titles 050 and 070 of the Municipal Code to incorporate the non-substantive changes to Colorado law regulating marijuana; and

WHEREAS, Colorado Constitution Art. XVIII, Section 16 (5)(f) provides that “a locality may enact government may enact ordinances or regulations, not in conflict with this section or with regulations or legislation enacted pursuant to this section, governing the time, place, manner and number of marijuana establishment operations;” and

WHEREAS, City Council wishes to add regulations to the Code relating to the location and number of marijuana businesses in the City; and

WHEREAS, pursuant to Section 070.060.030(c)(3)d.1. of the Glenwood Springs Municipal Code, the Planning and Zoning Commission considered amendments to Title 070 at a public hearing held on October 27, 2020 and recommended approval of the amendments to Title 070 set forth in **Exhibit A**; and

WHEREAS, the City Council finds that the amendments to Sections 050 and 070 in the Municipal Code set forth in **Exhibit A** are necessary to incorporate changes in Colorado law and to preserve the public health, safety and welfare of the citizens of Glenwood Springs.

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

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

Section 2. Titles 050 and 070 of the Glenwood Springs Municipal Code are hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE
ONLY THIS 19TH DAY OF NOVEMBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY TITLE ONLY
TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS
___DAY OF _____2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Catherine Fletcher, City Clerk

EXHIBIT A

The following sections of the Municipal Code are amended as follows with double underlined text added and ~~strike through text deleted~~.

ARTICLE 050.080 – MEDICAL MARIJUANA

050.080.010 – Purpose.

The City Council intends to regulate the use, acquisition, production and distribution of medical marijuana in a manner consistent with Article XVIII, Section 14 of the Colorado Constitution, C.R.S. Article ~~43.3~~ 10 of Title ~~42~~ 44 and any other applicable laws and regulations of the state. Nothing within this article is intended to promote or condone the production, use, sale or distribution of medical marijuana other than in compliance with applicable state law.

050.080.020 – Definitions

Colorado ~~Medical~~ Marijuana Code or *CMMC* shall mean C.R.S. Article 10 of Title 44 ~~43.3 of Title 42~~, as amended.

Cultivation ~~shall have the same meaning as set forth in Article 070.070 of the City Code~~ means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant. Cultivation does not include the storing or watering of mature marijuana plants without the aid of grow lighting.

Good cause shall have the same meaning as set forth in the Colorado ~~Medical~~ Marijuana Code.

Licensed premises means the premises specified in an application for a license under this article, owned or in the possession of the licensee, and within which the licensee is authorized to operate a medical marijuana business in accordance with the provisions of this article and the Colorado ~~Medical~~ Marijuana Code.

Licensee means a person as defined and licensed pursuant to this article and the Colorado ~~Medical~~ Marijuana Code.

Medical marijuana means marijuana grown and sold, for Medical Use pursuant to the provisions of this article, the Medical Marijuana Amendment and the Colorado ~~Medical~~ Marijuana Code.

Medical marijuana cultivation facility shall have the same meaning as set forth in the Colorado Marijuana Code. See C.R.S. § 44-10-103(37), as amended.

Medical Marijuana Center Store shall have the same meaning as set forth in the Colorado Medical Marijuana Code. See C.R.S. § 44-10-103(40) ~~12-43.3-104(8)~~ and ~~§ 12-43.3-402~~, as amended.

Medical marijuana-infused product shall have the same meaning as set forth in the Colorado Medical Marijuana Code. See C.R.S. § 44-10-103(38) ~~12-43.3-104(9)~~, as amended.

Medical marijuana-infused products manufacturer shall have the same meaning as set forth in the Colorado Medical Marijuana Code. See C.R.S. § 44-10-103(39) ~~12-43.3-104 (10)~~ and ~~§ 12-43.3-404~~, as amended.

~~Optional premises~~ shall have the same meaning as set forth in the Colorado Medical Marijuana Code. See C.R.S. § ~~12-43.3-104(11)~~, as amended.

~~Optional premises cultivation operation~~ shall have the same meaning as set forth in the Colorado Medical Marijuana Code. See C.R.S. § ~~12-43.3-104(12)~~ and ~~§ 12-43.3-403~~, as amended.

Retail marijuana means marijuana grown and sold pursuant to the provisions of the Retail Marijuana Amendment and the Colorado Retail Marijuana Code.

Retail marijuana establishment business shall have the same meaning as set forth in Article 050.090 of the City Code.

050.080.030 - License required.

- (a) A medical marijuana business holding a valid City business license that commenced operation prior to the effective date of the ordinance adopting this article, may continue to operate pending final action on an application for a license pursuant to this article, when the medical marijuana business: possesses a valid sales tax license from the City; and possesses a valid medical marijuana business license under the Colorado Medical Marijuana Code from the State of Colorado; and is located in a zone district where the business qualifies as a permitted use ~~permitted by right~~ or is a preexisting non-conforming use.

- (b) Any medical marijuana business commencing operation after the effective date of the ordinance adopting this article shall comply with the licensing requirements of this article, the Colorado ~~Medical~~ Marijuana Code, and any other applicable state or local laws and regulations.
- (c) Pursuant to the provisions of the Colorado ~~Medical~~ Marijuana Code, medical marijuana businesses shall be licensed by the City in at least one (1) of the following categories:
 - (1) *Medical marijuana ~~centers~~ store*. Such ~~centers~~ stores shall meet all criteria and requirements of the Colorado ~~Medical~~ Marijuana Code, as well as all other regulatory requirements applicable to medical marijuana ~~centers~~ stores set forth within this article and any other applicable state or local laws and regulations.
 - (2) *Medical marijuana-~~infused~~ products manufacturer*. Such manufacturers shall meet all criteria and requirements of the Colorado ~~Medical~~ Marijuana Code, as well as all other regulatory requirements applicable to medical marijuana-~~infused~~ products manufacturing set forth within this article and any other applicable state or local laws and regulations.
 - (3) *Medical marijuana ~~Optional-premises cultivation operation~~ facility*. Such operations shall meet all criteria and requirements of the Colorado ~~Medical~~ Marijuana Code, as well as all other regulatory requirements applicable to medical marijuana cultivation facilities ~~optional-cultivation-operations~~ set forth within this article and any other applicable state or local laws and regulations.

- (e) No license for a medical marijuana store ~~center~~, medical marijuana-~~infused~~ products manufacturer or ~~optional-premises~~ medical marijuana cultivation facility ~~operation~~ shall be issued by the City until a license for such use, at the location designated in the application, has been submitted or issued and the State license application fee has been received, by the Department of Revenue of the State of Colorado.

- (j) If the State prohibits the sale, cultivation or other distribution of marijuana through medical marijuana businesses in the Colorado ~~Medical~~ Marijuana Code, any license issued by the City pursuant to this article shall be deemed to be immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the licensees.

050.080.040 - Application.

- (a) An application for a medical marijuana business license shall be made on the ~~Colorado Business Medical Marijuana License Application, Colorado Associated Person and Associated Key Medical Marijuana License Application, Colorado Employee Key Medical Marijuana~~

~~License Application and Colorado Support Employee Medical Marijuana License Application~~ forms, as applicable, provided by the State of Colorado and any additional forms required by the Local Licensing Authority for such purposes. The application shall be used to demonstrate compliance with the provisions of this article, the City Code, Colorado ~~Medical Marijuana~~ Code, Medical Marijuana Amendment and any other applicable law, rule or regulation. In addition to general information required, the application shall include the following information:

- (4) An area map, drawn to scale, indicating, within a radius of ~~five hundred (500)~~ 1,000 feet from the boundaries of the property upon which the medical marijuana business is located, the proximity of the property to any kindergarten through 12th grade public or private school; any park designated in Section 090.030.010(b) but excluding subsection (15); any mental health facility or drug treatment facility; and ~~within a radius of nine hundred (900) feet of the proximity of the property to any other medical marijuana business or retail marijuana~~ business establishment or marijuana cultivation facility.

- (6) Any other information necessary to determine compliance with any provision of the City Code, the Colorado ~~Medical Marijuana~~ Code or any other applicable law or regulation.

- (d) The Local Licensing Authority shall conduct an initial review of the medical marijuana business license application materials to determine the following:
 - (1) the proposed licensed premises location is allowed pursuant to the zoning, land use laws, and distance and density requirements in the City Code;

- (3) the application for a license concerns a particular location that is ~~the same as or~~ greater than five hundred (500) feet of a location for which, within ~~the~~ two (2) years ~~next~~ preceding the date of the application, the State or a Local Licensing Authority denied an application for the same class of license for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing businesses establishments; and

Within forty-five (45) days of receipt of the medical marijuana ~~establishment~~ business license ~~approval~~ application material, if the ~~approval~~ application does not meet one or more of the review items in subsection (d) above, the Local Licensing Authority shall notify the Colorado Department

of Revenue Marijuana Enforcement Division and the applicant that the application is denied without further review. If the application is not denied upon completion of this initial review, the Local Licensing Authority shall forward the application to city departments for review of compliance with the provisions of this article, the City Code, the CMMC, and any other applicable law, rule or regulation. Nothing shall prevent the Local Licensing Authority from later denying the application based upon the criteria detailed in subsection (d) above, the application containing any false or misleading information, or the failure to meet any applicable laws, rules or regulations.

- (e) All applications for a medical marijuana business license shall require a public hearing before the Local Licensing Authority, inclusive of publication and posting requirements as set forth in the Colorado ~~Medical~~ Marijuana Code and below.

- (4) If the building in which the medical marijuana business establishment is to be located is in existence at the time of the application, any sign posted as required in subsections (1) and (2) of this subsection (e) shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post notice on the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

- (6) Before entering any decision approving or denying the application, the Local Licensing Authority shall consider whether the application meets the requirements of the CMMC and City Code, the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the class of license for which application has been made, the desires of the adult inhabitants and any other pertinent matters affecting the qualifications of the applicant for the ~~conduct of the type of~~ business establishment proposed.

050.080.050 - Persons prohibited as licensees.

The criteria for determination of those persons who are not eligible to receive a medical marijuana business license shall be as provided in the Colorado ~~Medical~~ Marijuana Code.

050.080.060 - Location of licensed business.

Medical marijuana businesses shall be located in areas of the City only as allowed in the City Code. No medical marijuana business shall be located:

- (1) Within ~~five hundred (500)~~ 1000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade; any park designated in Section 090.030.010(b) excluding subsection (15); mental health facility; or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school property, park, mental health facility, or drug treatment facility to the nearest property line of the site housing the medical marijuana business; or
- (2) Within ~~nine hundred (900)~~ 1,000 feet of another medical marijuana business, ~~or any retail marijuana business establishment, or marijuana cultivation facility.~~ A medical marijuana business may locate on the same licensed premises as a retail marijuana business establishment or marijuana cultivation facility of the same class and same ownership, only if the licensed premises ~~is located to meet~~ meets the distance requirements from other medical marijuana ~~businesses and retail marijuana businesses establishments and marijuana cultivation facilities.~~ This distance shall be computed by a straight line measurement between property lines of the sites housing the two (2) facilities.
- (3) In any zone district not specifically allowed by the City Code.

050.080.070 - Persons allowed on premises.

A licensee shall only allow persons authorized under the Colorado ~~Medical~~ Marijuana Code and City Code on the licensed premises, including the following:

- (3) if operated on the same licensed premises with a retail marijuana business establishment as authorized in this article and Article 050.090, no person under twenty-one (21) years of age is allowed on the licensed premises.

050.080.080 - Requirements related to operation of medical marijuana business.

- (a) Medical marijuana businesses shall meet all operational criteria for the procurement, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the Colorado ~~Medical~~ Marijuana Code.

- (3) Medical marijuana businesses shall apply for a sign permit through the Community Development Department. All exterior signage associated with a medical marijuana business will meet the standards established in the Colorado ~~Medical Marijuana Code,~~ the Code of Colorado Regulations, and in the City Code. In addition, no sign associated with a medical marijuana business shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with medicinal marijuana use unless immediately preceded by the word "medical" or the message of such sign includes the words "for medical use" or "for medicinal purposes" in letters that are no smaller than the largest letter on the sign.

- (8) There shall be posted in a conspicuous location in each medical marijuana business legible signs containing the following:

- c. A warning that loitering in or around the medical marijuana ~~dispensary~~ business is prohibited by state law;

- j. If operated on the same licensed premises with a retail marijuana business establishment as authorized in this article and Article 050.090; ~~No,~~ no person under twenty-one (21) years of age is allowed on the licensed premises.

050.080.090 - Inspection of Books, Records, Premises and Inventory.

- (a) Any medical marijuana business licensed by the City pursuant to this article may be required to demonstrate, upon demand by the City Manager or his/her duly authorized representative(s), or by law enforcement officers, that the source and quantity of any marijuana found upon the licensed premises is in full compliance with any applicable state law or regulation. Each licensee of a medical marijuana business shall keep and maintain a complete set of books and records necessary to show fully the business transactions of such licensee, in full compliance with the laws and regulations of the state. All such records shall be open at all times during business hours for inspection and examination by the City Manager or his/her duly authorized representative(s), or by law enforcement officers. The City may require the licensee to furnish such information as it considers necessary for the proper administration of this article.

- (d) Acceptance of a medical marijuana business license from the City constitutes consent by the licensee, owners, managers, and employees of such business to permit the City Manager, or his/her authorized representative, or law enforcement officers to conduct routine inspections during business hours and other times of apparent activity, of any licensed medical marijuana business premises to assure compliance with this article, the City Code, the Colorado ~~Medical~~ Marijuana Code or any other applicable law, rule or regulation.

050.080.100 - Disciplinary Actions.

The grounds for suspension, revocation or other disciplinary actions of a medical marijuana business license and the procedures for such suspension or revocation or other disciplinary action shall be as provided in the Colorado ~~Medical~~ Marijuana Code and any and all applicable rules and regulations adopted pursuant thereto. In addition, a violation of any of the provisions of this article shall be grounds for suspension, revocation or other disciplinary action of a medical marijuana business license. In addition to suspension, revocation or other disciplinary actions, the Local Licensing Authority is hereby authorized to impose civil penalties or license violations to the same extent and according to the same standards as is utilized by the Colorado Department of Revenue Marijuana Enforcement Division in imposing fines for State license violations under the CMMC and any and all applicable rules and regulations adopted pursuant thereto.

ARTICLE 050.090 – RETAIL MARIJUANA

050.090.010 - Purpose.

The City Council intends to allow state-licensed retail marijuana businesses ~~establishments~~ to exist in Glenwood Springs in accordance with Article XVIII, Section 16 of the Colorado Constitution, C.R.S. Article 12 of Title 44 ~~43.4 of Title 12~~, and any other applicable state laws and regulations as well as the additional local licensing requirements and other restrictions set forth in the Glenwood Springs Municipal Code. Nothing within this article is intended to promote or condone the production, use, sale, testing or distribution of marijuana other than in compliance with applicable state law.

050.090.020 - Definitions.

Except as may be amended below, all definitions set forth in Article XVIII, Section 16 of the Colorado Constitution, C.R.S. Article 12 of Title 44 ~~43.4 of Title 12~~, and any adopted State of Colorado rules related to C.R.S. Article 12 of Title 44 ~~43.4 of Title 12~~ are incorporated into this article. The following words, terms and phrases, when used in this article, have the following

meanings ascribed to them except where the context clearly indicates that City Council intended a different meaning:

Business Establishment manager means the individual designated by the owner of the retail marijuana business establishment and registered with the City as the person responsible for all operations of the business establishment during the owner's absence from the licensed premises.

Colorado Retail Marijuana Code or *CRMC* shall mean C.R.S. Article 12 of Title 44 ~~43.4 of Title 12~~, as amended, including the Colorado Marijuana Rules in the Code of Colorado Regulations issued by the Colorado Department of Revenue Marijuana Enforcement Division, Permanent Rules Related to the Colorado Retail Marijuana Code, dated September 9, 2013, as amended.

Cultivation ~~shall have the same meaning as set forth in Title 070 of the City Code~~ means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant. Cultivation does not include the storing or watering of mature marijuana plants without the aid of grow lighting.

~~Establishment manager~~ ~~means the individual designated by the owner of the retail marijuana establishment and registered with the City as the person responsible for all operations of the establishment during the owner's absence from the licensed premises.~~

Licensed premises means the premises specified in a state application for a license supplied for approval pursuant to this article, owned or in the possession of the licensee, and within which the licensee is authorized to operate a retail marijuana business establishment in accordance with the provisions of this article and the CRMC.

Licensee means a person licensed pursuant to the CRMC and approved pursuant to this article.

Retail marijuana means marijuana grown and sold pursuant to the provisions of this article, the Amendment 64, and the Colorado Retail Marijuana Code.

Retail marijuana business establishment shall have the same meaning as set forth in Title 070 of the City Code.

050.090.030 - License required.

It shall be unlawful for any person to operate a retail marijuana business establishment without first having obtained local approval for a state-issued conditional license pursuant to the provisions of this article and having paid all fees therefor.

- (1) Any retail marijuana business establishment shall comply with the approval requirements of this article, the CRMC, and any other applicable state or local laws and regulations.

- (3) Approval of a separate state-issued conditional license shall be required for each location from which a retail marijuana business establishment is operated.

- (4) Retail marijuana businesses establishments shall prove compliance with the CRMC and City Code criteria and requirements before approval of a license by the City in the following classes:

- a. Retail marijuana store.
- b. Retail mMarijuana products manufacturing facility.
- c. Retail mMarijuana cultivation facility.
- d. Retail mMarijuana testing facility.

- ~~(e) Prior to July 1, 2014, no retail marijuana store or marijuana product manufacturing facility shall be licensed in the city unless:~~

- ~~(1) As of October 1, 2013, the applicant for licensing of a retail marijuana store or product manufacturing facility was operating a State of Colorado and City licensed medical marijuana business of the same class, under the same ownership, in good standing, and in a location that complies with the location requirements of Section 050.090.070; and the applicant proposes to surrender the existing medical marijuana license upon receipt of a retail marijuana license of equal class, thereby entirely converting an existing medical marijuana licensed business into a retail marijuana licensed establishment; or~~

- ~~(2) As of October 1, 2013, the applicant for licensing of a retail marijuana store or marijuana product manufacturing facility was operating a State of Colorado and City licensed medical marijuana business of the same class, under the same ownership, in good standing, and in the location that complies with the location requirements of Section 050.090.070; and the applicant proposes to retain the existing medical marijuana license while locating the same class of retail marijuana licensed operation at the same location, to the extent allowed by the CRMC and this City Code.~~

- ~~(f) A medical marijuana business operating in good standing as of October 1, 2013 under a State of Colorado and City license which obtains a change of location for that medical marijuana~~

business within the City may qualify for licensing as a retail marijuana establishment, of equal class as allowed in subsection (e), in the new location. To qualify for a retail marijuana business establishment license, the change of location must be in compliance with the requirements of the City Code.

- ~~(g) A licensed medical marijuana business that changes ownership after October 1, 2013 shall not be authorized for retail marijuana establishment licensing until July 1, 2014 or thereafter.~~
- ~~(h) On or after July 1, 2014, any person who otherwise qualifies for licensing under applicable state and city law may apply for approval of a state-issued retail marijuana establishment license within the City, regardless of whether the applicant holds a medical marijuana business license within the City.~~
- ~~(i) On or after January 2, 2014, an applicant may apply for approval of a state-issued retail marijuana cultivation facility or retail marijuana testing facility license regardless of whether the applicant holds a medical marijuana business license within the City.~~

(5j) All retail marijuana business establishment licenses approved by the City shall be valid for a period of one (1) year from the date such license is issued.

(6k) Renewal applications shall be subject to review as detailed in the CRMC and any local rules, policies and procedures.

(7l) Licensees shall report and submit to review each transfer or change of ownership interest, change in business establishment manager, change in location or change in financial interest as detailed in the CRMC and any local rules, policies and procedures.

050.090.040 - Limitations of license.

- ~~(a) Under no circumstances shall the Local Licensing Authority act upon any application for local approval before the issuance of a state-issued conditional license and the state's full regulatory oversight as specified in CRMC. The Local Licensing Authority shall not act upon any applications filed independent from the state licensing process such as: the state fails to process applications by October 1, 2013, the state fails to act within ninety (90) days of application filing, or the state fails to issue licenses by January 1, 2014.~~
- (b) Approval of a state-issued conditional retail marijuana business establishment license pursuant to this article does not create a defense, exception or provide immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marijuana.
- (be) If the state prohibits the sale, cultivation or other distribution of marijuana through retail marijuana businesses establishments authorized in the CRMC, any state-issued conditional license approved by the City pursuant to this article shall be deemed to be immediately

revoked by operation of law, with no grounds for appeal or other redress on behalf of the Licensees.

050.090.050 - Application.

- (a) An application for a retail marijuana business establishment license shall be made as required by the CRMC. The application shall be used to demonstrate compliance with the provisions of this article, the City Code, CRMC, Amendment 64 and any other applicable law, rule or regulation. In addition to general information required, the application for approval of the state-issued conditional license shall include the following information:
 - (1) An operating plan for the proposed retail marijuana business establishment which includes a description of the products and services to be provided by the business establishment, including whether the business establishment proposes to engage in the production of retail sale of food or other products containing retail marijuana, and whether any retail marijuana products or services will be provided at a location different than the premises on the license application.
 - (2) A dimensional floor plan of the licensed premises, clearly labeled, and indicating the principal uses of the floor area, including but not limited to: areas open to employees only; storage areas; retail sales areas and areas where retail marijuana will be distributed; and production areas.
 - (3) Sign, security and lighting plans indicating how the applicant will comply with the requirements of the CRMC and the City Code.
 - (4) An area map, drawn to scale, indicating, within a radius of ~~five hundred (500)~~ 1,000 feet from the boundaries of the property upon which the retail marijuana business establishment is located, the proximity of the property to any kindergarten through 12th grade public or private school; park designated in Section 090.030.010(b) excluding subsection (15); mental health facility or drug treatment facility, and indicating, within a radius of ~~nine hundred (900)~~ 1,000 feet, any other retail marijuana ~~establishment~~ or medical marijuana business or marijuana cultivation facility.
 - (5) Any other information necessary to determine compliance with any provision of the City Code, the CRMC or any other applicable law or regulation.
- (b) An application for approval of a state-issued conditional retail marijuana business establishment license shall be accompanied by the operating fee. Such fee shall be established by resolution of the City Council.
- (c) The Local Licensing Authority shall conduct an initial review of the retail marijuana business establishment license application materials to determine the following:

- (1) the proposed licensed premises location is allowed pursuant to the zoning, land use laws and distance and density requirements in the City Code;
 - (2) the application is full and complete and has been fully reviewed by the Colorado Department of Revenue Marijuana Enforcement Division;
 - (3) the application for a license concerns a particular location that is ~~the same as or~~ greater than five hundred (500) feet of a location for which, within the two (2) years ~~next~~ preceding the date of the application, the State or a Local Licensing Authority denied an application for the same class of license for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing businesses ~~establishments~~; and
 - (4) the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises, or by virtue of ownership thereof.
- (d) Within forty-five (45) days of receipt of the retail marijuana business ~~establishment~~ license approval application material, if the approval application does not meet one (1) or more of the review items in subsection (c) above, the Local Licensing Authority shall notify the Colorado Department of Revenue Marijuana Enforcement Division and the applicant that the application is denied without further review. If the application is not denied upon completion of this initial review, the Local Licensing Authority shall forward the application to city departments for review of compliance with the provisions of this article, the City Code, the CRMC, and any other applicable law, rule or regulation. Nothing shall prevent the Local Licensing Authority from later denying the application based upon the criteria detailed in subsection (c) above, the application containing any false or misleading information, or the failure to meet any applicable laws, rules or regulations.
- (e) All applications for local approval of a state-issued conditional retail marijuana business ~~establishment~~ license shall require a public hearing before the Local Licensing Authority, inclusive of publication and posting requirements as set forth in the CRMC and below.

- (4) If the building in which the retail marijuana business ~~establishment~~ is to be located is in existence at the time of the application, any sign posted as required in subsections (1) and (2) of this section shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post notice on the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

- (6) Before entering any decision approving or denying the application, the Local Licensing Authority shall consider whether the application meets the requirements of the CRMC and City Code, the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the class of license for which application has been made, the desires of the adult inhabitants and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business establishment proposed.

- (8) An inspection of the proposed retail marijuana business establishment by the City, including, but not limited to, building and fire inspectors and law enforcement officers, shall be required prior to local approval of a state-issued conditional license. Such inspection shall occur after the licensed premises are ready for operation but prior to the opening of the business establishment to the public. The inspection shall verify that the premises are constructed and operated in accordance with the submitted application, and that such premises are in compliance with applicable City Codes, the CRMC, and laws and regulations of the State of Colorado.

050.090.060 - Persons prohibited as licensees.

The criteria for determination of those persons who are not eligible to receive a retail marijuana business establishment license shall be as provided in the CRMC.

050.090.070 - Location of licensed business establishment.

Retail marijuana businesses establishment shall be located only in areas of the City as allowed in the City Code. No retail marijuana business establishment shall be located:

- (1) Within ~~five hundred (500)~~ 1,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade; any park designated in Section 090.030.010(b) excluding subsection (15); mental health facility; or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school property, park, mental health facility, or drug treatment facility to the nearest property line of the site housing the retail marijuana businesses establishment;
- (2) Within ~~nine hundred (900)~~ 1,000 feet of another retail marijuana business establishment ~~establishment or a medical marijuana business,~~ or marijuana cultivation facility. A retail

marijuana businesses ~~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~~s the distance requirements from other retail marijuana ~~establishments~~ and medical marijuana businesses and marijuana cultivation facilities. This distance shall be computed by a straight line measurement between property lines of the sites housing the two (2) facilities; and

- (3) In any zone district not specifically permitted by the City Code.

050.090.080 - Persons allowed on licensed premises.

- (a) A licensee shall only allow persons authorized under the CRMC and City Code on the licensed premises including, but not limited to, law enforcement officers, inspectors and other officials or employees of any federal, state or local government or agency engaged in the lawful performance of their official duties.
- (b) Any retail marijuana business ~~establishment~~ shall not allow anyone under the age of twenty-one (21) to be present on the licensed premises.
- (c) A retail marijuana business ~~establishment~~ allowed to locate on the same licensed premises as a medical marijuana business in accordance with this article shall not allow anyone under the age of twenty-one (21), including medical marijuana patients, on the Licensed Premises.

050.090.090 - Requirements related to operation of a Retail Marijuana Business Establishment.

- (a) Retail marijuana businesses ~~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.
- (b) In addition, all retail marijuana businesses ~~establishment~~ shall comply with the following local restrictions:

- (3) A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana business ~~establishment~~ will meet the standards established in the CRMC, the Code of Colorado Regulations, and in the City Code.
- (4) A lighting plan shall be submitted to the Community Development Department and comply with the requirements of the City Code and CRMC.
- (5) No licensee shall allow the smoking of marijuana in public or consumption of any marijuana products on the licensed premises as prohibited by the CRMC, other state law and City Code.

- (7) No licensed premises shall be managed by any person other than the licensee or the business establishment manager listed on the application for the license, renewal application, or change of manager application. Such licensee or business establishment manager shall be responsible for all activities that occur within the licensed premises.
- (8) There shall be posted in a conspicuous location in each retail marijuana business establishment legible signs as required by the CRMC, including but not limited to:

- d. A warning that consumption of marijuana within a retail marijuana business establishment is prohibited;

- g. The name and contact information for the owner or owners and any business manager of the retail marijuana business establishment;
 - h. The retail marijuana business establishment license; and
 - i. All sales tax/business licenses.

050.090.100 - Inspection of Books, Records, Licensed Premises, and Inventory.

- (a) Any retail marijuana business establishment approved by the City pursuant to this article may be required to demonstrate, upon demand by the City Manager or his duly authorized representative(s), or by law enforcement officers, that the source and quantity of any marijuana found upon the licensed premises is in full compliance with any applicable state law or regulation. Each licensee of a retail marijuana business establishment shall keep and maintain a complete set of books and records as required by the CRMC. All such records shall be open at all times required by the CRMC. The City may require the licensee to furnish such information as it considers necessary for the proper administration of this article.

- (c) Acceptance of a retail marijuana business establishment license approved by the City constitutes consent by the licensee, owners, managers, and employees of such business establishment to permit the City Manager, or his/her authorized representative, or law enforcement officers to conduct routine inspections during business establishment hours and other times of apparent activity, of any licensed retail marijuana business establishment premises to ensure compliance with this article, the City Code, the CRMC or any other applicable law, rule or regulation.

050.090.120 - Disciplinary Actions.

A violation of any provisions of the CRMC or the City Code shall be grounds for suspension, revocation or other disciplinary actions of a retail marijuana business establishment license. The procedures for such suspension or revocation or other disciplinary action shall be as provided in the CRMC, the City Code and any and all applicable rules and regulations adopted pursuant thereto. In addition to suspension, revocation, or other disciplinary actions, the Local Licensing Authority is hereby authorized to impose civil penalties for license violations to the same extent and according to the same standards as is utilized by the Colorado Department of Revenue Marijuana Enforcement Division in imposing fines for state license violations under the CRMC and any and all applicable rules and regulations adopted pursuant thereto.

ARTICLE 070.030 – USE REGULATIONS

070.030.020 – Table of Allowed Uses.

(e) *Table of Allowed Uses.*

COMMERCIAL USES	
Marijuana Establishments <u>Businesses</u>	Medical marijuana business, excluding cultivation
	Retail marijuana establishment <u>business</u> , excluding cultivation

INDUSTRIAL USES	
Marijuana Establishments <u>Businesses</u>	Marijuana cultivation, with or without retail <u>or medical</u> business or medical establishment

070.030.030 – Use-Specific Standards.

(e) Commercial Uses.

(10) Medical Marijuana Business

a. Purpose

The City Council intends to regulate the use, acquisition, production, and distribution of medical marijuana in a manner consistent with Article XVIII, Section 14 of the Colorado Constitution, Article 10 43.3 of Title 44 12 Colorado Revised Statutes and any other applicable laws and regulations of the state. Nothing within this article is intended to promote or condone the production, use, sale, or distribution of medical marijuana other than in compliance with applicable state law.

b. License Required

Medical marijuana businesses shall comply with the City Code Article 050.080.

c. Location of a Licensed Business. Medical marijuana businesses shall be located in areas of the city only as allowed in the City Code. The ability to operate a medical marijuana business on any given property shall cease upon a three year period of the use not occurring thereon. No medical marijuana business shall be located:

1. Within 500~~1,000~~ feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade; park designated in Section 090.030.010(b) excluding subsection (15); mental health facility; or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school property, park, mental health facility, or drug treatment facility to the nearest property line of the site housing the medical marijuana business;
2. Within 900~~1,000~~ feet of another medical marijuana business, ~~or any retail marijuana business establishment, or a marijuana cultivation facility.~~ A medical marijuana business may locate on the same licensed premises as a retail marijuana business establishment or marijuana cultivation facility of the same class and same ownership, only if the licensed premises ~~is located to meet~~s the distance requirements from other medical marijuana businesses, ~~and retail marijuana businesses establishments, and marijuana cultivation facilities.~~ This

distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.

3. In any zoning district not specifically allowed by the City Code.

d. *Requirements Related to Operation of a Medical Marijuana Business.*

1. Medical marijuana businesses shall meet all operational criteria for the procurement, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the Colorado Medical Marijuana Code and the City Code Article 050.080.

2. In addition, all medical marijuana businesses shall comply with the following local restrictions:

i. Medical marijuana businesses shall limit their hours of operation to between 8:00 a.m. and 7:00 p.m. Monday through Sunday or as otherwise limited by state law;

ii. Medical marijuana businesses shall apply for a sign permit through the Community Development Department. All exterior signage associated with a medical marijuana business will meet the standards established in the Colorado Medical Marijuana Code, the Code of Colorado Regulations, and in the City Code. In addition, no sign associated with a medical marijuana business shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with medicinal marijuana use unless immediately preceded by the word "medical" or the message of such sign includes the words "for medical use" or "for medicinal purposes" in letters that are no smaller than the largest letter on the sign; and

iii. Marijuana plants, products, accessories, and associated paraphernalia contained in a medical marijuana facility shall not be visible from a public sidewalk, public street or right-of-way, or any other public place.

iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

e. Density

The number of marijuana businesses permitted to operate within the City shall be based on population. A maximum of one medical and/or retail marijuana business shall be permitted for every 1,000 people living within the City or a fraction thereof (i.e. a maximum of two marijuana businesses are allowed for a population of 2500 people). Population shall be based on the decennial census conducted by the United

States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

(11) *Retail Marijuana Business Establishment*

- a. *Purpose.* The City Council intends to allow state-licensed retail marijuana businesses establishments to exist in Glenwood Springs in accordance with Article XVIII, Section 16 of the Colorado Constitution, Article 10 43.4 of Title 44 12 Colorado Revised Statutes, and any other applicable state laws and regulations as well as the additional local licensing requirements and other restrictions set forth in the Glenwood Springs Municipal Code. Nothing within this Article is intended to promote or condone the production, use, sale, testing or distribution of marijuana other than in compliance with applicable state law.
- b. *License Required.* Retail marijuana businesses establishments shall comply with City Code Article 050.090.
- c. *Location of Licensed Business Establishment.* Retail marijuana businesses establishments shall be located only in areas of the city as allowed in the City Code. The ability to operate a retail marijuana business on any given property shall cease upon a three year period of the use not occurring thereon. No retail marijuana business establishment shall be located:
 1. Within 5001,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade; park designated in Section 090.030.010(b) but excluding subsection (15); mental health facility; or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school property, park, mental health facility, or drug treatment facility to the nearest property line of the site housing the retail marijuana business establishment;
 2. Within 9001,000 feet of another retail marijuana business establishment, or a medical marijuana business, or a marijuana cultivation facility. A retail marijuana business establishment may locate on the same licensed premises as a medical marijuana business or marijuana cultivation facility of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other retail marijuana businesses establishments, and medical marijuana businesses, and marijuana cultivation facilities. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities; or
 3. In any zoning district not specifically permitted by the City Code.

d. *Requirements Related to Operation of a Retail Marijuana Business Establishment.*

1. Retail marijuana businesses 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.
2. In addition, all retail marijuana businesses 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
 - ii. A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana business establishment will meet the standards established in the ~~CRMC~~ Colorado Marijuana Code and in the City Code.
 - 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.
 - iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

e. *Density.*

The number of marijuana businesses permitted to operate within the City shall be based on population. A maximum of one retail and/or medical marijuana business shall be permitted for every 1,000 people living within the City or a fraction thereof (i.e. a maximum of two marijuana businesses are allowed for a population of 2500 people). Population shall be based on the decennial census conducted by the United States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

(f) *Industrial Uses.*

(3) *Marijuana Cultivation.*

a. No marijuana cultivation facility shall be located or operated:

- a.1. Within ~~500~~1,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade; park as designated

in Section 090.030.010(b) but excluding subsection (15); mental health facility; or drug treatment facility. This distance shall be computed by a straight line measurement from the nearest property line of the school property; park as designated in Section 090.030.010(b) but excluding subsection (15); mental health facility; or drug treatment facility to the nearest property line of the site housing the marijuana cultivation facility;~~or~~

~~b. 2. Within 9001,000 feet of another marijuana cultivation facility, medical marijuana business, or retail marijuana business establishment. A marijuana cultivation facility may locate on the same licensed premises as a medical marijuana business or retail marijuana business of the same class and same ownership, only if the licensed premises meets the distance requirements from other retail marijuana businesses, medical marijuana businesses, and marijuana cultivation facilities.~~ This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.

3. In a zoning district where it is not specifically permitted by the City Code.

b. The ability to operate a marijuana cultivation facility on any given property shall cease upon a three year period of the use not occurring thereon.

c. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

d. The number of marijuana cultivation facilities permitted to operate within the City shall be based on population. A maximum of one marijuana cultivation facility shall be permitted for every 5,000 people living within the City or a fraction thereof (i.e. a maximum of two retail marijuana businesses are allowed for a population of 10,500 people). Population shall be based on the decennial census conducted by the United States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

ARTICLE 070.060 – ADMINISTRATION AND PROCEDURES

070.060.020 – Summary Table of Development Review Procedures.

Notes:

[4] Special Use Permits involving Medical Marijuana Business, Retail Marijuana Business Establishment, and Marijuana Cultivation uses require hearings before the Planning and Zoning

Commission and City Council. The Planning and Zoning Commission has review and recommending authority and City Council has review and decision making authority.

ARTICLE 070.070 – RULES OF CONSTRUCTION AND DEFINITIONS.

070.070.020 – Definitions of Use Categories and Specific Use Types.

(c) Commercial Uses.

(7) Marijuana Businesses Establishments. Uses in this category are primarily engaged in cultivating, manufacturing, testing, and sales of medical and/or retail marijuana.

a. *Medical Marijuana Business, Excluding Cultivation.* Marijuana that is grown, produced, manufactured, sold, transmitted, or dispensed for medical use to the extent permitted by Article IVIII, Section 14 of the Colorado Constitution, Article ~~43.3~~ 10 of Title ~~422~~ 44 C.R.S., and any other applicable state or City law or regulation. The term "medical marijuana business" shall not include the private possession, distribution, and medical use of marijuana and cultivation of up to six (6) plants by an individual patient or caregiver for one (1) patient in the residence of the patient to the extent permitted by Article XVIII, Sec. 14 of the Colorado Constitution, Article ~~43.3~~ 10 of Title ~~42~~ 44 C.R.S. and any other applicable state or City law or regulation. The presence of more than six (6) marijuana plants on a property shall constitute a "medical marijuana business" regardless of the number of patients residing on the property.

b. *Retail Marijuana ~~Establishment~~ Business, Excluding Cultivation.* The retail sale, 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, Article ~~43.4~~ 10 of Title ~~42~~ 44, C.R.S., and any other applicable state or City law or regulation.

(d) Industrial Uses.

- (3) Marijuana ~~Establishments~~ Businesses. Uses in this category are primarily engaged in cultivating, manufacturing, testing, and sales of medical and/or retail marijuana.
- a. *Marijuana Cultivation, with or without Retail or Medical Business ~~or Medical Establishment~~*. 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, Article ~~43.4~~ 10 of Title ~~42~~ 44, C.R.S., and any other applicable state or City law or regulation.



Planning and Zoning Commission Report

Date: October 27, 2020
To: Planning and Zoning Commission
From: Trent L. Hyatt, Senior Planner
Subject: #63-20 – Marijuana Related Uses Code Amendment

REQUEST	Consideration of a Code Amendment to Sections 070.030.030(e)(10), (11), and (f)(3) of the <i>Glenwood Springs Municipal Code</i> regarding the City's marijuana related special use regulations.
APPLICANT	City of Glenwood Springs
ZONE	Applies to all non-residential zone districts

ACTION ITEM:

The Planning and Zoning Commission (Commission) is the recommending body to City Council on any and all revisions to the Title 070 of the *Glenwood Springs Municipal Code* (Code).

Action 1 - Code Amendment - to revise the marijuana related special use regulations in Sections 070.030.030(e)(10), (11), and (f)(3) of the Glenwood Springs Municipal Code.

Staff recommendation: *Staff recommends approval of the Code Amendment with the findings on page 5.*

BACKGROUND/ANALYSIS

Proposal

The City has been operating under the current marijuana regulations since September 2015 (excluding minor modifications associated with the development code redraft in 2018). The basic premise of our regulations is the requirement for a special use review/permit to evaluate compliance with the various use specific regulations and the general special use approval criteria. These standards are provided in ***bold italics*** below.

Section 070.030.030(e)(10) addresses medical marijuana businesses whereas Section 070.030.030(e)(11) addresses retail marijuana establishments. However, the language below is representative of both sections.

b. License Required

Medical marijuana businesses shall comply with City Code Article 050.090.

c. Location of a Licensed Business

Medical marijuana businesses shall be located only in areas of the city as allowed in the City Code. No medical [or retail] marijuana businesses 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;*
 2. *Within 900 feet of another medical marijuana business or any retail marijuana establishment. A medical marijuana business may locate on the same licensed premises as a retail marijuana establishment of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other medical marijuana businesses and retail marijuana establishments. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities; and*
 3. *In any zoning district not specifically permitted by the City Code.*
- d. *Requirements Related to Operation of a Medical Marijuana Business*
1. *Medical marijuana businesses shall meet all operational criteria for the procurement, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the Colorado Medical Marijuana Code and the City Code Article 050.080.*
 2. *In addition, all medical marijuana businesses shall comply with the following local restrictions:*
 - i. *Medical marijuana businesses shall limit their hours of operation to between 8:00 a.m. and 7:00 p.m. Monday through Sunday or as otherwise limited by state law;*
 - ii. *Medical marijuana businesses shall apply for a sign permit through the Community Development Department. All exterior signage associated with a medical marijuana business will meet the standards established in the Colorado Medical Marijuana Code and in the City Code. In addition, no sign associated with a medical marijuana business shall use the word “marijuana,” “cannabis,” or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with medicinal marijuana use unless immediately preceded by the word “medical” or the message of such sign includes the words “for medical use” or “for medicinal purposes” in letters that are no smaller than the largest letter on the sign; and*
 - iii. *Marijuana plants, products, accessories, and associated paraphernalia contained in a medical marijuana facility shall not be visible from a public sidewalk, public street or right-of-way, or any other public place.*
 - iv. *No discernible odor shall be projected beyond the exterior walls of the licensed premises.*

Section 070.030.030(f)(3) of the Code addresses marijuana cultivation facilities as follows:

No marijuana cultivation facility shall be located:

- a. *Within 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 marijuana cultivation facility; or*
- b. *Within 900 feet of another marijuana cultivation facility, medical marijuana business, or retail marijuana establishment. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.*
- c. *No discernible odor shall be projected beyond the exterior walls of the licensed premises.*

Section 070.060.050(e)(3)e.2 of the Code outlines the review criteria for all Land Uses as depicted below.

- i. The use will be compatible with the surrounding area;*
- ii. The impacts of the use on surrounding areas have been adequately minimized;*
- iii. The use will be consistent with the general purpose and intent of this Code;*
- iv. The use will comply with all applicable standards of this Code;*
- v. The use is in conformance with the Comprehensive Plan and other City plans and policies; and*
- vi. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.*

Proposed Code Amendment

Following the review of various marijuana related business special use applications, the Commission has discussed potentially reevaluating the regulations. More recently, City Council requested the Commission review the regulations and provide recommendations for revisions thereto, if applicable. The Commission conducted work sessions related to the issue on July 28, August 25, and September 15 of this year where various maps, proposed buffers, and other potential changes were considered. At the last of these work sessions, staff was directed to bring forth code amendments related to the following:

1. An increased buffer of 1000 feet between/from marijuana related business and schools;
2. The addition of buffers for parks, mental health facilities, and drug treatment facilities;
3. Language addressing occurrences where a marijuana related business ceases operation at a specific site; and
4. The addition of a marijuana related business density maximum related to the City's population.

The attached proposed revised language attempts to address the Commission's requests. Additions to existing language are underlined and deletions are ~~struck through~~. Staff has also included revised references to various guiding state regulations and terms. Additionally, we provide a density cap related to cultivation which maintains the current number of facilities. Future revisions to the City licensing requirements, as outlined in Title 050, will likely result from any the current Code Amendment.

Code Amendment Approval Criteria

Section 070.060.040(c)(3)d.3 of the Code outlines the approval criteria for revision thereto. Each of the criteria are listed in **bold** below along with comments from staff.

i. Is consistent with the Comprehensive Plan and other City policies;

"Promote long-term, sustainable, diverse, economic development" and "maintain Glenwood Springs as the regional tourism, retail, commercial and governmental center of Garfield County" are community goals outlined in the executive summary and subsequent chapters of the Glenwood Springs Comprehensive Plan. Specific objectives and strategies related to these goals are outlined in the table below.

Comprehensive Plan Goal	Objective and Strategy
-Promote long-term, sustainable, diverse economic development	-Attract diverse businesses and industries (Chapter 4, Page 50)
Staff Comment: The proposed text amendment helps to promote new business types as the proliferation of marijuana related uses potentially limits retail space availability.	
-Maintain Glenwood Springs as the regional tourism, retail, commercial and governmental center of Garfield County	-Attract diverse businesses and industries (Chapter 4, Page 50)
Staff Comment: The proposed text amendment helps to promote new business types as the proliferation of marijuana related uses potentially limits retail space availability.	

ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;

It does not appear the proposal conflicts with other provisions of the Code. Instead, the proposal provides additional guidance on how to manage the specific use.

iii. Is necessary to address a demonstrated community need;

iv. Is necessary to respond to substantial changes in conditions and/or policy; and

As discussed above, concerns over the proliferation of the use have been raised by the Commission for a number of years now and more recently by City Council. While additional instances of the use have occurred, tax revenues have not necessarily seen a relative increase.

v. Is consistent with the general purpose and intent of this Code.

The proposal appears to be consistent with the general purpose and intent of the Code outlined in Section 070.010.030. The subject Code Amendment is simply an update to existing similar standards already addressed in the Code and supports the “promoting orderly, efficient, and integrated development within the city” and “regulating the development and use of land based upon the impact of such development or use on surrounding areas or the city” intents outlined therein.

Reviewing Agency Comments

No official comments have been received regarding the proposal. However, staff worked with the Attorney’s office and Police Department in preparation of the revisions.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

Section 070.060.040(c)(3)d.1 of the Code explains, “*The Planning Commission shall review the Code amendment application and recommend approval, approval with conditions, or denial of the amendment in accordance with 070.060.030(g) and the approval criteria in paragraph 3 below [addressed by staff above].* The Planning Commission may also continue the hearing.

Action 1 -Code Amendment - to revise the marijuana related special use regulations in Sections 070.030.030(e)(10), (11), and (f)(3) of the Glenwood Springs Municipal Code.

Staff recommendation: Staff recommends **approval** of the Code Amendment with the **findings** below:

Recommended Findings:

1. The proposed amendment is consistent with the Comprehensive Plan and other City policies as outlined on pages 3-5 of the staff report;
2. The proposed amendment does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code as outlined on page 4 of the staff report;
3. The proposed amendment is necessary to address a demonstrated community need as outlined on page 4 of the staff report;
4. The proposed amendment is necessary to respond to substantial changes in conditions and/or policy as outlined on page 4 of the staff report; and
5. The proposed amendment is consistent with the general purpose and intent of this Code as outlined on page 4 of the staff report.



MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
October 27, 2020
Zoom
6:00PM

1. Roll Call

Present at roll call were Commissioners: George Shaver, Marco Dehm, Carolyn Cipperly, Sumner Schachter, Ben West, Kathryn Grosscup

Absent at roll call were Commissioners: Amber Wissing

Also present were: Jenn Ooton, Asst. City Manager, Terri Partch, City Engineer, Gretchen Ricehill, Asst. Economic/Community Development Director, Trent Hyatt, Senior Planner, Anna S. Itenberg, City Attorney's Office, Alissa Owsley, IT Director, Steve Boyd, Chief Operating Officer

1. Seating of Alternate Commissioner

Commissioner Schachter made a motion to seat Alternate Commissioner West. Commissioner Cipperly seconded the motion.

Motion passed unanimously.

2. Receipt of Minutes

Commissioner Grosscup made a motion to approve the meeting minutes from the 9/22/2020 meeting. Commissioner Shaver seconded the motion to approve.

Motion passed unanimously.

Commissioner Schachter made a motion to approve the meeting minutes from the 9/29/2020 meeting. Commissioner Shaver seconded the motion to approve. Commissioner Grosscup recused herself from the vote due to her absence at the 9/29/2020 meeting.

Motion passed unanimously.

3. Public Comments

Comments from citizens appearing for items not on the agenda. No citizens were present.

4. New Items

- a. Planning File 27-20: Consideration of a Major Site Architectural Plan Review for the expansion of the Iron Mountain Hot Springs including a new entry building, mineral pools, and enclosed pool. This item includes a consideration of an Alternative Equivalence Compliance for an architectural design that meets the intent of 070.040.090 Nonresidential Design Standards.

Assistant Director Ricehill introduced the item and summarized the proposed project to the Commission. Ricehill explained that Action Item 1 of this proposal was for a major site/architectural plan review for new construction, that Action Item 2 was to consider alternative equivalence compliance for meeting design requirements, and that the applicant looks to provide alternative equivalence compliance with the construction of an earthen roof on the enclosed pool building. Ricehill indicated that staff supported the applicant's suggested design for meeting alternative equivalence compliance.

Commissioner Grosscup asked for staff for clarification on the amount of parking. Ricehill explained that the current proposal meets parking requirements and that any future uses would require additional review for parking requirements. Grosscup asked if the ten proposed pools would be exclusive to the future proposed hotel and the location of the required sidewalk.

Commissioner Schachter asked if the River Commission had any comments on this proposal. Ricehill confirmed that the River Commission reviewed the proposed riparian improvements Schachter requested that be recorded. Schachter also asked about potential future parking requirements associated with the hotel.

Applicants Doug Pratte from the Land Studio, Mike Foster from Triumph Architecture, and Steve Beckley from Iron Mountain Hot Springs (IMHS) provided the Commission with a short presentation on the proposed project. Beckley explained that the proposed parking area would not be shared with tramway users and that IMHS would provide a new traffic study for the future planned hotel. Doug Pratte also explained that the applicants would be working with the River Commission on the riparian design. Beckley explained they hold a permit from Army Corps of Engineers to develop the riverfront but that they were no longer interested in allowing access to the river and that all proposed riparian design features would be designed with intent to prevent access to the river from the facility.

Commissioner Cipperly had questions regarding pool design, impervious surfaces, ADA access on site, and parking access. Applicant Steve Beckley provided further explanation on those items, including confirming that pathways on the property were designed with ADA access and requirements in mind.

Commissioner Shaver asked about history of the shoreline, proposed riparian improvements, and the high-water mark of the river on the property. Applicants provided an explanation of proposed riparian landscaping and associated permits from the State of Colorado and the Army Corps of Engineers.

Commissioner Grosscup commented on pedestrian access and connectivity on site and asked if there would be any planned electric vehicle parking. Grosscup also asked about the ceiling space related to the garage doors. Applicants confirmed the walkways would be 8' wide and that there would likely be some electric vehicle parking provided.

Commissioner Schachter asked about the number and placement of bike racks. Applicant indicated that the number was indicated in the narrative and locations would be provided.

Commissioner Dehm asked staff if the parking lot met the landscaping requirements. Assistant Director Ricehill confirmed that the proposed parking lot design met code requirements. Dehm also asked if the parking lot was required to be paved, which Ricehill confirmed.

Commissioner Dehm opened the discussion to public comment. No members of the public had any comments. Commissioner Dehm closed the public comment.

Commissioner Schachter made a motion to continue the item to the next scheduled meeting on November 9th. Commissioner Grosscup seconded the motion.

Commissioner Dehm called for the question.

Motion passed unanimously.

- b. Planning File 51-20: Consideration of a Special Use Permit for a retail marijuana establishment in the M2-Mixed Use Central Core Zoning district in Glenwood Meadows, pursuant to Municipal Code Section 070.030.030(e)(11).

Senior Planner Trent Hyatt introduced the item and provided a summary of the proposed project to the Commission. Hyatt indicated that the staff supported approval of the item with findings and conditions listed on page 8 of the staff report.

Commissioner Shaver asked if there were any additional design requirements due to the proposed project's location within the Glenwood Meadow's development and had additional question on extension of City utility lines to the site. Staff provided explanation on both items.

Commissioner Grosscup asked if the proposed retail space would have multiple tenants. Hyatt confirmed that future use of that space could accommodate several users.

Commissioner Schachter asked if Glenwood Meadows sign code would apply to this project, which Hyatt confirmed.

Commissioner Dehm asked if the proposed building had fire suppression, which was confirmed by staff.

Applicant Chris Hawkins, Alpine Planning provided a presentation on the proposed project. Hawkins also provided a list of all members of the project team.

Commissioner Shaver asked the applicant for the size of proposed storage. Applicant Chris Hawkins confirmed the amount of storage was approximately 290 square feet.

Commissioner Grosscup asked the applicant if there was any interest for the proposed retail space. Applicant indicated they were not aware of a potential tenant.

Commissioner Dehm opened the discussion to public comment. No members of the public presented for comment. Commissioner Dehm closed the discussion to public comment.

Commissioner Schachter made a motion to continue the item to the next scheduled meeting on November 9th. Commissioner Cipperly seconded the motion.

Commissioner Dehm called for the question.

Motion passed unanimously.

- c. Planning File 54-20: Consideration of a Location and Extent Review application for the construction of a new 11,000 square foot vehicle storage and office building and a 2,100 square foot communication building with 60-foot tall communication tower at the Colorado Department of Transportation maintenance facility.

Assistant Director Ricehill introduced the item and provided a summary of the proposed project to the Commission. Ricehill indicated that staff recommended approval of the application with the finding and conditions listed on page 7 of the staff report.

Commissioner Grosscup asked if where CDOT staff at this facility would be parking. Ricehill explained that some of the parking at the nearby Caverns Village development would be open to CDOT employees. Applicant Erin Lucero, CDOT, provided more information on CDOT employee parking. Lucero estimated most parking would occur at the Caverns Village development with less parking occurring on the vehicle storage location.

Commissioner Cipperly asked about the type of parking surfaces to be used and the size of storage tanks on the property. Applicant Erin Lucero, CDOT provided explanation of parking surfaces on site, most of which would be asphalt. Lucero also stated that new storage tanks on the property were not part of this project and that the existing tanks would remain on site.

Commissioner Schachter asked regarding lighting of the proposed tower and use of paint in the design of the building. Applicant Erin Lucero explained the change in location caused the need to increase the height of the tower and that the tower was not lit. Lucero also explained that the variation in paint color would provide break-up in the visual appearance of the building and that CDOT would be open to color suggestions from the City.

Commissioner Shaver asked about effluent from the existing vehicle wash. Lucero explained the site was linked to the City system and that the proposed indoor wash bay would have a sand/oil interceptor installed. Shaver also asked if the proposed tower would have a flashing red aviation warning light.

Applicant Erin Lucero, CDOT provided a short explanation on the project, emphasizing the improved pedestrian access in the area.

Commissioner Dehm opened the item for public comment. No members of the public presented for comment. Commissioner Dehm closed the item for public comment.

Commissioner Dehm asked staff to confirm that this item was to be voted on at this night's meeting. Staff confirmed that a vote would take place at this meeting.

Commissioner Grosscup made a motion to approve the item with finding and conditions listed on page 7 of the staff report. Commissioner Schachter seconded the motion.

Commissioner Dehm called for the question.

Motion passed unanimously.

- d. Planning File 63-20: Consideration of a Code Amendment to Section 070.030.030 Use Specific Standards of the Glenwood Springs Municipal Code for marijuana related businesses and cultivation facilities.

Senior Planner Trent Hyatt made a presentation to the Commission and provided a summary of the proposed code amendments to *Section 070.030.030*.

Commissioner Shaver asked if there was an official designation or definition for a park, citing the Wulfshon area trails. Hyatt explained that the city designated parks were included on the map and that there was not a specific definition for a park space, citing the Confluence area and Rio Grande Trail as examples of areas that function as a park. Shaver also asked how the density requirements would be affected if the population decreased.

Commissioner Schachter asked if Planning & Zoning approval would send the draft regulations for City Council approval and asked for confirmation regarding code language on page 5d. Schachter also asked about the definition of parks in the code language.

Community Development Director Jen Ooton explained that there was a specific list of designated parks in the City and provided a list of all the designated parks.

Commissioner Cipperly also asked about the definition of parks and how it relates to the code amendment. Cipperly also expressed support for the proposed 1,000 foot setbacks and also questioned the use of population to set a density limit as people from outside of Glenwood would shop at these stores.

Commissioner Dehm opened the item for public comment. No members of the public presented for comment. Commissioner Dehm closed the public comment period.

Commissioner Grosscup made a motion to recommend approval of the proposed code amendments with the findings and conditions of page 5 of the staff report and the condition of using a definition of parks that excluded pathways.

Commissioner Schachter seconded the motion.

Commissioner Shaver asked if the grow facilities in town grow exclusively for their own use. Hyatt stated that any retail outlet must produce a certain percentage of the product they sell. Shaver expressed concern over potential odor from growth facilities and expressed support for the limits on growth facilities listed in the code amendment.

Commissioner Cipperly asked Commission to further discuss the limits set by population in the code amendment. Commissioner Schachter asked how this draft would apply to the current population of the City. Hyatt explained that the number of stores would depend on the Census counts. Commissioner Grosscup stated support for the population limits, citing previous population counts.

Commissioner Dehm called for the question.

Motion passed unanimously.

5. Commissioner Comments

Commissioner Shaver asked if there was anything in the Glenwood Meadows Development Code that would preclude a mixed use residential and commercial use building. Hyatt explained that was allowed in Glenwood Meadows.

Commissioner Schachter mentioned the public meeting on the Blake gate development and asked what the process would be to fill the new vacancy on Planning & Zoning Commission.

6. Director Comments

Director Jenn Ooton explained the process for filling the new vacancy on Planning & Zoning Commission.

7. Adjournment

Meeting was adjourned at 9:12 PM.

(10) Medical Marijuana Business

a. Purpose

The City Council intends to regulate the use, acquisition, production, and distribution of medical marijuana in a manner consistent with Article XVIII, Section 14 of the Colorado Constitution, Article ~~10 43.3~~ of Title ~~44 12~~ Colorado Revised Statutes and any other applicable laws and regulations of the state. Nothing within this article is intended to promote or condone the production, use, sale, or distribution of medical marijuana other than in compliance with applicable state law.

b. License Required

Medical marijuana businesses shall comply with the City Code Article 050.080.

c. Location of a Licensed Business

Medical marijuana businesses shall be located in areas of the city only as allowed in the City Code. The ability to operate a medical marijuana business on any given property shall cease upon a three year period of the use not occurring thereon. No medical marijuana business shall be located:

1. Within ~~500~~1,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade, park, mental health facility, or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school property, park, mental health facility, or drug treatment facility to the nearest property line of the site housing the medical marijuana business; ~~or~~
2. Within ~~900~~1,000 feet of another medical marijuana business, ~~or any retail marijuana business establishment, or a marijuana cultivation facility~~. A medical marijuana business may locate on the same licensed premises as a retail marijuana ~~business establishment or marijuana cultivation facility~~ of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other medical marijuana businesses, ~~and retail marijuana business establishments, and marijuana cultivation facilities~~. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.
3. In any zoning district not specifically allowed by the City Code.

d. Requirements Related to Operation of a Medical Marijuana Business

1. Medical marijuana businesses shall meet all operational criteria for the procurement, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the Colorado ~~Medical Marijuana Code~~ and the City Code Article 050.080.

2. In addition, all medical marijuana businesses shall comply with the following local restrictions:
 - i. Medical marijuana businesses shall limit their hours of operation to between 8:00 a.m. and 7:00 p.m. Monday through Sunday or as otherwise limited by state law;
 - ii. Medical marijuana businesses shall apply for a sign permit through the Community Development Department. All exterior signage associated with a medical marijuana business will meet the standards established in the Colorado ~~Medical Marijuana Code~~, the Code of Colorado Regulations, and in the City Code. In addition, no sign associated with a medical marijuana business shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with medicinal marijuana use unless immediately preceded by the word "medical" or the message of such sign includes the words "for medical use" or "for medicinal purposes" in letters that are no smaller than the largest letter on the sign; and
 - iii. Marijuana plants, products, accessories, and associated paraphernalia contained in a medical marijuana facility shall not be visible from a public sidewalk, public street or right-of-way, or any other public place.
 - iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

e. **Density**

The number of marijuana businesses permitted to operate within the City shall be based on population. A maximum of one medical and/or retail marijuana business shall be permitted for every 1,000 people living within the City or a fraction thereof (i.e. a maximum of two marijuana businesses is allowed for a population of 2500 people). Population shall be based on the decennial census conducted by the United States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

(11) **Retail Marijuana Business Establishment**

a. **Purpose**

The City Council intends to allow state-licensed retail marijuana ~~businesses~~establishments to exist in Glenwood Springs in accordance with Article XVIII, Section 16 of the Colorado Constitution, Article ~~10.43.4~~ of Title 44 ~~12~~ Colorado Revised Statutes, and any other applicable state laws and regulations as well as the additional local licensing requirements and other restrictions set forth in the Glenwood Springs Municipal Code. Nothing within this Article is intended to promote or condone the production, use, sale, testing or distribution of marijuana other than in compliance with applicable state law.

b. **License Required**

Retail marijuana ~~businesses~~ establishments shall comply with City Code Article 050.090.

c. **Location of Licensed ~~Business~~ Establishment**

Retail marijuana ~~businesses~~ establishments shall be located only in areas of the city as allowed in the City Code. The ability to operate a retail marijuana business establishment on any given property shall cease upon a three year period of the use not occurring thereon. No retail marijuana ~~business~~ establishment shall be located:

1. Within ~~500~~1,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade, park, mental health facility, or drug treatment facility. The distance shall be computed by a straight line measurement from the nearest property line of the school, park, mental health facility, or drug treatment facility property to the nearest property line of the site housing the retail marijuana ~~business~~ establishment;
2. Within ~~900~~1,000 feet of another retail marijuana ~~business~~ establishment, ~~or a medical marijuana business, or a marijuana cultivation facility.~~ A retail marijuana ~~business~~ establishment may locate on the same licensed premises as a medical marijuana business or marijuana cultivation facility of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other retail marijuana ~~businesses~~ establishments, ~~and medical marijuana businesses, and marijuana cultivation facilities.~~ This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities. ; and
3. In any zoning district not specifically permitted by the City Code.

d. **Requirements Related to Operation of a Retail Marijuana ~~Business~~ Establishment**

1. Retail marijuana ~~businesses~~ 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 Colorado Marijuana Code ~~CRMC~~ and the City Code Article 050.090.
2. In addition, all retail marijuana ~~businesses~~ 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
 - ii. A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana ~~business~~ establishment will meet the standards established in the Colorado Marijuana Code and in the City Code.

- 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.
- iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

e. **Density**

The number of marijuana businesses permitted to operate within the City shall be based on population. A maximum of one retail and/or medical marijuana business shall be permitted for every 1,000 people living within the City or a fraction thereof (i.e. a maximum of two marijuana businesses is allowed for a population of 2500 people). Population shall be based on the decennial census conducted by the United States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

Section 070.030.030(f)

(3) **Marijuana Cultivation**

- a. No marijuana cultivation facility shall be located or operated:
 - 1. Within ~~500~~1,000 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade, ~~park, mental health facility, or drug treatment facility.~~ This distance shall be computed by a straight line measurement from the nearest property line of the school property, ~~park, mental health facility, or drug treatment facility~~ to the nearest property line of the site housing the marijuana cultivation facility; ~~or~~
 - 2. Within ~~900~~1,000 feet of another marijuana cultivation facility, medical marijuana business, or retail marijuana ~~businessesestablishment~~. A marijuana cultivation facility may locate on the same licensed premises as a medical marijuana business or retail marijuana businessesestablishment of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other retail marijuana businessesestablishments, medical marijuana businesses, and marijuana cultivation facilities. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities The ability to operate a marijuana cultivation facility on any given property shall cease upon a three year period of the use not occurring thereon;
- 3. In a zoning district where it is not specifically permitted by the City Code.
 - b. The ability to operate a marijuana cultivation facility on any given property shall cease upon a three year period of the use not occurring thereon.
 - c. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

- d. The number of marijuana cultivation facilities permitted to operate within the City shall be based on population. A maximum of one marijuana cultivation facility shall be permitted for every 5,000 people living within the City or a fraction thereof (i.e. a maximum of two retail marijuana businesses is allowed for a population of 10,500 people). Population shall be based on the decennial census conducted by the United States Census Bureau. In all other years, population shall be based on annual estimates by the Colorado State Demography Office.

COMPARISON - MARIJUANA REGULATIONS					
Jurisdiction	Population (2019 est)	Marijuana Uses Allowed	Distance / Separation / Buffering Requirements		Other Restrictions
Frazier	1219	Retail Medical	1000	educational institutions, public or private	Not allowed in any building containing a residential dwelling or lodging use
			500	any existing medical marijuana business	
			200	licensed child care facility	
Crested Butte	1487		500	educational institutions or schools, public and private	not allowed adjacent to a residential dwelling separated by a vertical wall
			500	licensed child care	
			175	public park or playground	
New Castle	4518	NO MARIJUANA USES ALLOWED			
Gunnison	5054	Retail Medica Manufacturing Testing Cultivation	1000	schools	not allowed adjacent to residential zoning district
			1000	day care	
			1000	mental health facility	
Carbondale	6427	Retail Medical Manufacturing	500	school or day care	no more than 5 retail or medical no more than 5 product manufacturing no more than 5 testing no more than 3 cultivation
			500	alcohol or drug treatment	
			400	retail and/or medical marijuana	
Eagle	6454	Retail Medical Manufacturing Cultivation			1 of each type of facility allowed / 5000 people restricted to one location/area - east of Nogal Gulch

COMPARISON - MARIJUANA REGULATIONS					
Jurisdiction	Population (2019 est)	Marijuana Uses Allowed	Distance / Separation / Buffering Requirements		Other Restrictions
Avon	6511	NO MARIJUANA USES ALLOWED			
Glenwood Springs	9437	Retail Medical Manufacturing Cultivation	500 900	k-12 grade schools retail and/or medical marijuana facility	
Rifle	9706	Retail	1000	k-12th grade schools	3 licensed stores allowed, total
		Medical	1000	alcohol or drug treatment facilities	7 licensed cultivation facilities allowed, total locations restricted to south of I-70, light industrial zones, industrial PUDs if listed as an allowed use
		Cultivation	1000	child care facilities	
			0 allowed in central business district		
Steamboat Springs	11,810	Retail Medical Manufacturing Testing Cultivation	1,000 1,000	schools, colleges, seminaries, child care (cultivation uses allow for a 500 foot buffer to child care facilities) parks	
Gunnison County	14,474	Manufacturing			Retail & medical stores prohibited
		Testing Cultivation			Allowed in only 3 designated zoning districts

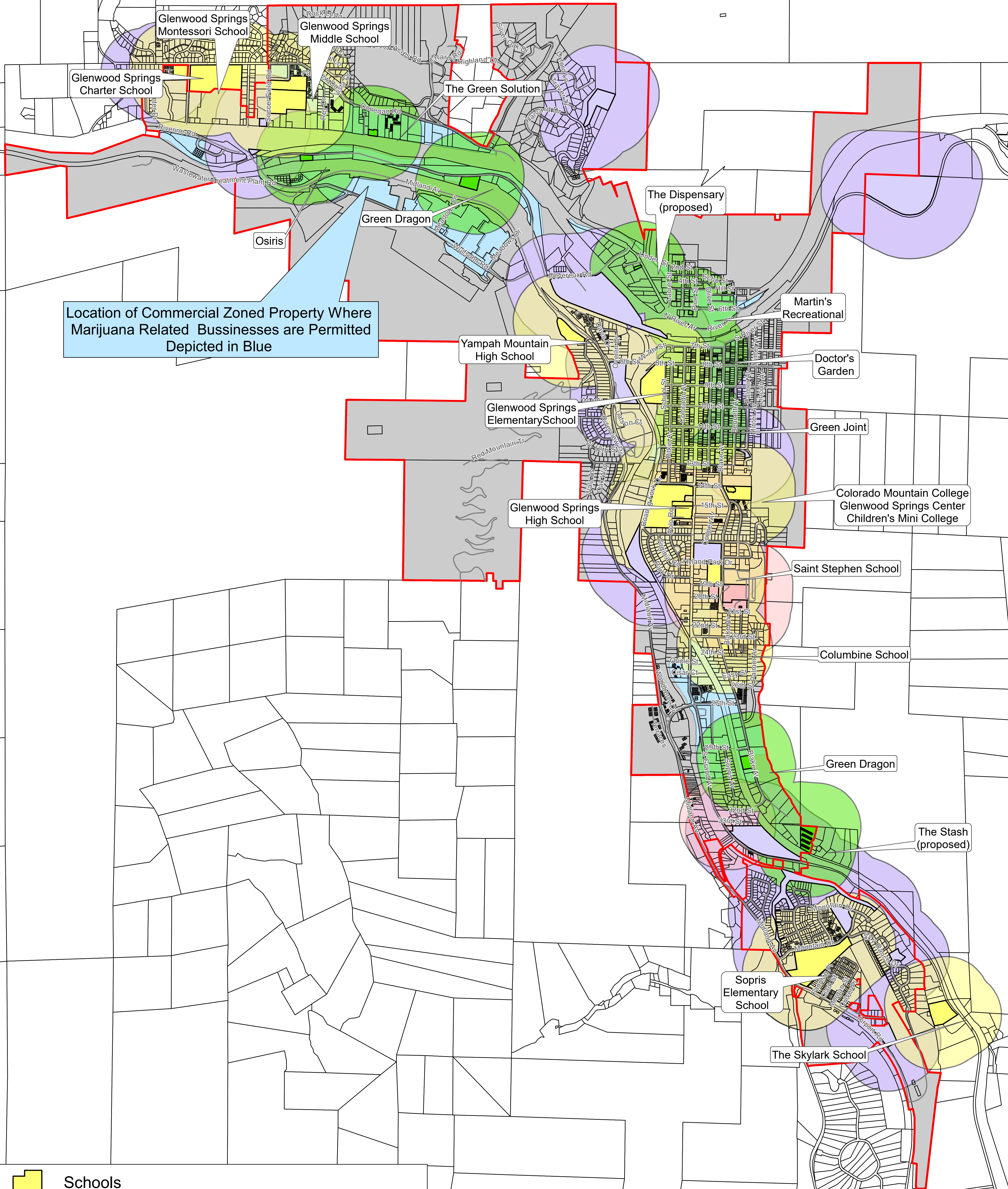
COMPARISON - MARIJUANA REGULATIONS

Jurisdiction	Population (2019 est)	Marijuana Uses Allowed	Distance / Separation / Buffering Requirements		Other Restrictions
Summit County	31,011	Retail Medical Manufacturing Testing Cultivation	50 1,000 1,000 500 500	residentially used property, or residential zone district, or residential use in a PUD licensed child care facility any school, public or private including colleges halfway house or correctional facility any marijuana business	
Longmont	97,261	Retail Medical	250 1,000	residential zoning districts K - 12th grade schools	No more than 4 licenses allowed in the city 1 license/application allowed per person or company Testing, manufacturing and cultivation are not allowed
Pueblo	102,550	Retail Medical Testing Cultivation	1,000 500 300	Schools hospital or substance abuse treatment centers residential use or residential zone district	
Thornton	137,000	Retail Medical Testing	1,000 500 500 1,500	schools, public and private licensed child care facilities alcohol or drug treatment facility any other retail marijuana store	Cultivation is not allowed Only 1 retail marijuana store allowed in each of the city's 4 quadrants

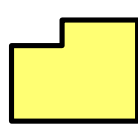
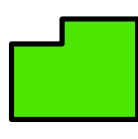
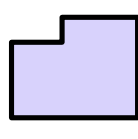
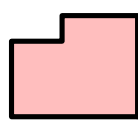
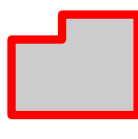
COMPARISON - MARIJUANA REGULATIONS					
Jurisdiction	Population (2019 est)	Marijuana Uses Allowed	Distance / Separation / Buffering Requirements		Other Restrictions
Aurora	322,522	Retail	1,000	preK - 12th grade, excluding day care	Allow up to 4 retail marijuana licenses in each Council ward, or 24 in total Cultivation, manufacturing/testing not restricted as to total number
		Medical	500	hospitals, substance abuse treatment centers	
		Cultivation	300	residential uses (applies to Cultivation-only)	
		Manufacturing & testing	300	parks and open space (applies to Cultivation-only) residential uses in adjacent jurisdictions (applies to Cultivation-only)	
			300		
Boulder County	326,196	Retail	500	any other marijuana establishment in the same zoning district	
		Medical	1000	alcohol or drug treatment facility	
		Manufacturing	1000	licensed child care	
		Testing	1000	educational facilities below college level	
		Cultivation			

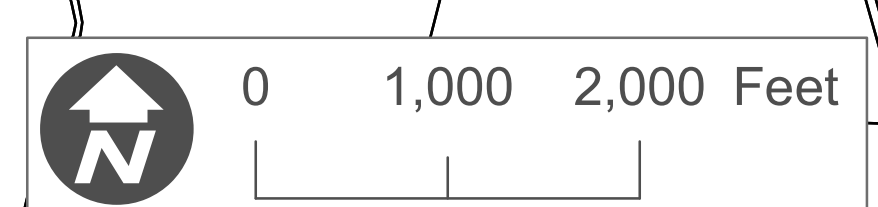


Marijuana Related Businesses and Potential 1000 Foot Buffers



Location of Commercial Zoned Property Where
Marijuana Related Bussinesses are Permitted
Depicted in Blue

-  Schools
-  Marijuana Related Business (9 approved, 7 open)
-  Parks
-  Mental Health and Drug Treatment Facilities
-  City Boundary



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 September 2020. V:\Comm Dev\GIS\Marijuana\Schools_Marijuana_Locations_Discussion_092220_1000_Feet.mxd
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