



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
SEPTEMBER 3, 2026
101 W. 8TH STREET
6:15 p.m.

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

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

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

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

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with the Americans with Disabilities Act (ADA) and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services. To request these services, email ADAteam@cogs.us or call 970-384-6441. Please submit requests as soon as possible but no later than three business days (Monday-Thursday, excludes holidays) before scheduled events.

WORK SESSION

3:00	Granicus Website Overview	Information/Discussion
3:30	Centennial Park Updates and Next Steps	Information/Discussion
4:15	2027 Miscellaneous Funds Budget	Information/Discussion

ZOOM INSTRUCTIONS

When: Sep 3, 2026 06:00 PM Mountain Time (US and Canada)

Join from PC, Mac, iPad, or Android: <https://us02web.zoom.us/j/89585013759?pwd=56wXKbMGLPjQefa7DACH82swgnr2Rc.1>

Passcode:827901

Join via audio: +1 719 359 4580 US

Webinar ID: 895 8501 3759

REGULAR SESSION

1. Roll Call
2. Agenda Changes
3. Disclosure of Councilor Conflicts of Interest
4. Citizens Appearing Before Council and Council Response (For Items Not on the Agenda-Comments Limited to 3 Minutes)
5. Council Announcements
6. Consent Agenda Discussion and/or Action
 - A. August 20, 2026 Council Minutes
 - B. Resolution 2026-21; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE REPLACEMENT OF RESCUE EQUIPMENT FOR THE GLENWOOD SPRINGS FIRE DEPARTMENT.
 - C. Ordinance 2026-18; AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE REGARDING THE REGULATION AND PERMITTING OF ELECTRIC VEHICLE CHARGING PROJECTS WITHIN THE CITY. Second Reading.
7. Proclamation for Restoration of Fire Bell Presentation

ACTIONS AND/OR PRESENTATIONS

- | | |
|---|--------------------------|
| 8. Urban Canopy and City Trees Update | Information/Discussion |
| 9. Bear Activity | Discussion and/or Action |
| 10. Ordinance 2026-19; AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING THE FRANCHISE AGREEMENT WITH COMCAST OF COLORADO IX, LLC | Discussion and/or Action |
| 11. Council Comments | |
| 12. Report From City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 13. Social Event Announcement | Information |
| 14. Adjournment | |



City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item: Granicus Website Overview

Action Requested: None at this time, this is just an informal check-in with Council.

Department: City Administration

Presented By: Tim Bergman

Strategic Goals: Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure
Generate Sustainable Economic Development

Background Info: The City has been with our current website platform since 2016. There are a host of deficiencies with our current platform from staff, Council and the public. There are several options to mitigate, fix and upgrade the identified deficiencies, and they all involve limited City resources and staff time. Staff has worked closely with our current vendor to understand cost and staff needs to "refresh" and update our site and that lead to staff exploring other vendors.

Over the past year staff (IT, Communications, Operations, and Parks & Rec) have met with and evaluated three other municipal website providers (Revize, Govstack and Granicus) for functionality, customer service, reputation, data protection, accessibility standards, backend user experience, cost and resident/front-facing usage. Through that process, Granicus rose to the top of our list to replace our current vendor, implement a brand new (.gov) website, and address the current site's deficiencies. There will be an upfront investment cost for implementation of a new site and annual costs will be similar to our current vendor. A majority of resource savings will come from staff time spent working on our current websites for content updates and the various communications platforms we use and bringing those into one solution.

Issues: Our current site is outdated and requires a lot of work and resources to refresh to meet best practices for website/online management. The Granicus team is here to provide Council an overview of their product and to hear Council feedback.

For reference, here are other communities that use the Granicus platform:

- <https://www.silverthorne.org/>
- <https://www.townofgypsum.com/>
- <https://www.weld.gov/Home>
- <https://www.townofbreckenridge.com/>
- <https://www.englewoodco.gov/>
- <https://www.superiorcolorado.gov/Home>

Fiscal Impact: This is a substantial project, the net cost to the City is unknown at this time as we are still working to define the scope.

Legal Review: n/a

Staff Recommendation: Staff is recommending the continuation of conversations with Granicus about the right scope and appropriate cost of this upgrade.



Glenwood Springs, CO

Brett Daughtry, Account Executive
Taylor Seitz, Solution Consultant



Priorities For Glenwood Springs

For Leadership

- 1. Deliver a more efficient & responsive Government**
(Strategic Goal #1, "Provide efficient & responsive City government")
- 2. Restore public trust & improve perception**
- 3. Reduce operational risk** (compliance, reliability, governance)
- 4. Enable data-driven decision making**
- 5. Demonstrate measurable progress to Council & Community**



Priorities For Glenwood Springs

For Staff

- **Reduce manual workload and fragmentation by enabling streamlined workflows, better tools, and decentralized content ownership**
- **Empower more staff to manage content and communicate effectively with guardrails in place**
- **Simplify tools and centralize systems** (forms, communications, workflows)



Priorities For Glenwood Springs

For Residents

- Easily find information and complete tasks (e.g., pay a bill, access services) in a few clicks
- Receive timely, proactive updates (construction, outages, events, emergencies)
- Access services equitably regardless of device, language, or digital ability





Glenwood Springs' Current Challenges

What We Heard

Today, Glenwood Springs is operating with **fragmented systems, inconsistent processes**, and a digital experience that **limits both operational efficiency and resident accessibility**, creating both **compliance risk and political pressure**.

Glenwood Springs' Challenges

Operational - These are the friction points inside the organization

1. Fragmented systems + manual processes

- Rely on multiple disconnected tools:
- SurveyMonkey, Eventbrite, SharePoint forms, Mailchimp, Outlook
- No unified workflow or service orchestration

2. Limited capacity + overreliance on few roles

- “Don’t have a lot of resources or capacity internally”
- Heavy dependence on PIO and small group of trained users
- Lack of a “deep bench” for content management

3. Poor content governance and ownership model

- No consistent hygiene practices
- Departments can “go rogue” with content and branding
- No structured review/expiration process

4. Vendor dependency + lack of operational support

Needs current vendor to:

- Lead implementation
- Provide training + SOPs

Current vendor fails on:

- Support responsiveness
- Usability guidance



Glennwood Springs' Challenges

Experiential - These are the externally visible problems

1. Broken search + findability

- "Search function is awful"
- Outdated content surfaces before current content

2. Poor navigation / information architecture

- No clear structure for how residents find services
- Concern about "too many clicks" causing frustration

3. Disjointed communication experience

Communications are:

- Email via Outlook / Mailchimp
- Notifications via SurveyMonkey
- Emergency alerts via Everbridge

4. Inconsistent and manual service interactions

- Forms scattered across tools
- Some manual workflows / email routing

5. Limited real-time and mobile responsiveness

Missing ability to:

- Post alerts quickly (e.g., power outages)
- Update site from mobile devices



Glenwood Springs' Challenges

Risk & Compliance - *These are the higher-level risks*

1. ADA compliance risk

Concerns about:

- Meeting WCAG standards
- Accessibility of content and tools

2. Document and content sprawl (PDF risk)

- "Obscene amount" of PDFs on the site

3. Lack of content lifecycle management

No structured content hygiene processes:

- Review cycles
- Deactivation/archiving processes

4. Security and platform trust concerns

Frustration with vendor reliability:

- Site downtime (4–5 times in a year)
- Using multiple external tools for critical processes

5. Political/governance risk

"Council has expressed very loudly how bad our web presence is"



The Cost of These Challenges

Glenwood Springs' current challenges create a compounding impact:

1. The City is spending **25–50% more effort than necessary** to deliver services.
2. Poor digital experience is driving avoidable demand, **especially during critical events**. (1,700 calls during a single outage event)
3. The City is **exposed to compliance, downtime, and reputational risk** that leadership is already feeling.





What Can We Do?

Where we go from here

Glenwood Springs is **paying for multiple systems yet still absorbing hidden costs in inefficiency, demand, and risk.** A unified digital platform reduces total cost of ownership while improving service delivery and public trust.

By streamlining Glenwood's **service delivery and communications within a new website platform,** we can reduce demands on staff and impacts of turnover, increase government responsiveness, and give staff the capacity to deliver on Glenwood Springs' strategic goals.

Proposed Solution for Glenwood Springs

Service Cloud Enhanced



Service Oriented Website + CMS

- ✓ Help residents quickly find information and access services in a more intuitive, service-driven experience
- ✓ Give staff best-in-class content management tools to deliver on goals



Enterprise Forms & Workflows

- ✓ Digitize services to make government work better for everyone
- ✓ Reduce ADA risk PDFs pose with intuitive digital experiences



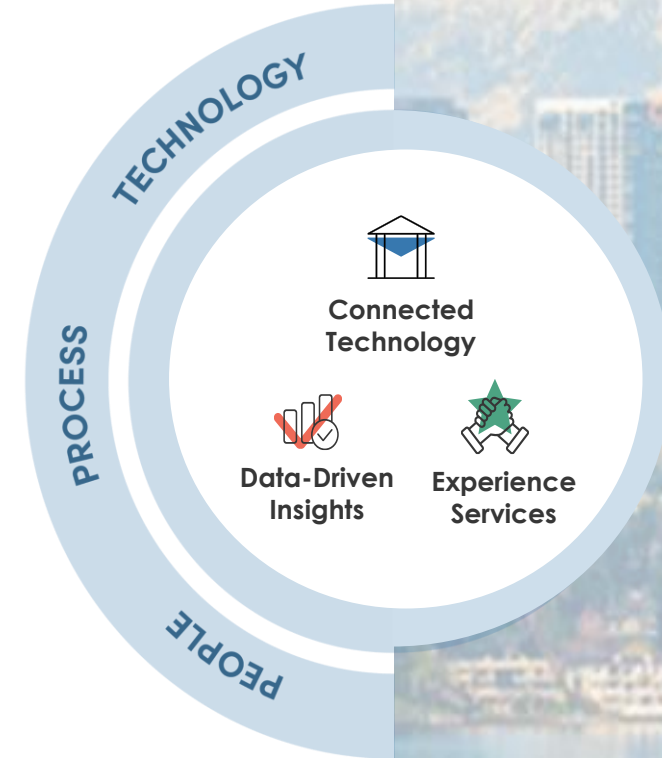
Email & SMS Communication with Engagement + Sentiment

- ✓ Use data to outreach around resident needs and address service delivery gaps
- ✓ Replace biannual generic surveys with metrics, data, and tailored, meaningful roadmaps



Experience Partner + Services Credits

- ✓ Ongoing partnership to support your team and continuously improve the experience over time



Our Approach & How We Work With You



Your Experience Partner (XP)

Your single, accountable point of contact — coordinating all Granicus teams internally so you never have to chase anyone down.



Behind the Scenes Coordination

We manage multiple workstreams and stakeholders — sequenced correctly, no silos, and pulling in the right expertise (IA, integrations, accessibility) exactly when it's needed.



How We Work With You

We run weekly status meetings that drive decisions and clear ownership, with hands-on support early that evolves into strategic guidance as your program grows.



Keeping Everyone Aligned

We keep your goals and our execution in lockstep — so every team is pulling in the same direction.

Colorado Service Cloud Partners



Investment Summary

Service Cloud Enhanced

- ✓ Dedicated Experience Partner
- ✓ Access to Service Credits & Catalog (25 annually included)
- ✓ Quarterly CX Program Review with Insights & Recommendations
- ✓ Customer Satisfaction & Performance Monitoring
- ✓ Engagement & Feedback platform (10 projects per year)
- ✓ Even faster SLAs for Technical Support and Customer Care
- ✓ **Platform-wide security with Akamai**
- ✓ Service-oriented Website with Enhanced Design
- ✓ Content Management System with built-in Accessibility tools
- ✓ Forms and Workflows (up to 100 forms)
- ✓ Email Communications and Social Media Outreach
- ✓ RSS Feeds for Socials
- ✓ 100k Annual SMS Text Messaging

\$41,497.32
One-time Fees

One-time Fees: costs associated with set-up, configuration, training, development, and consulting services

\$46,740.72
Annual Fees

Annual Fees: covers software, maintenance, system accessibility, and security updates.

*5-year contract, 5% annual uplift

Optional Solutions:

- Azure AD Single Sign-on: ~\$13,250 Total
 - ~\$7,800 Annual Fee
 - ~\$5,500 One-Time Fee
- Developer Tool Kit Training: **\$3,483** One-Time Fee
- Advanced Package:
- Eventbrite Connector: **\$1,451** Annual Fee
- Information Architecture: **\$24,750** One-Time Fee
- Option to add on **Service Credits** at any time or annually

How We Approach Information Architecture

Smarter Site Maps Built From Stakeholder And User Insights

Activities and Deliverables

Discover & Plan

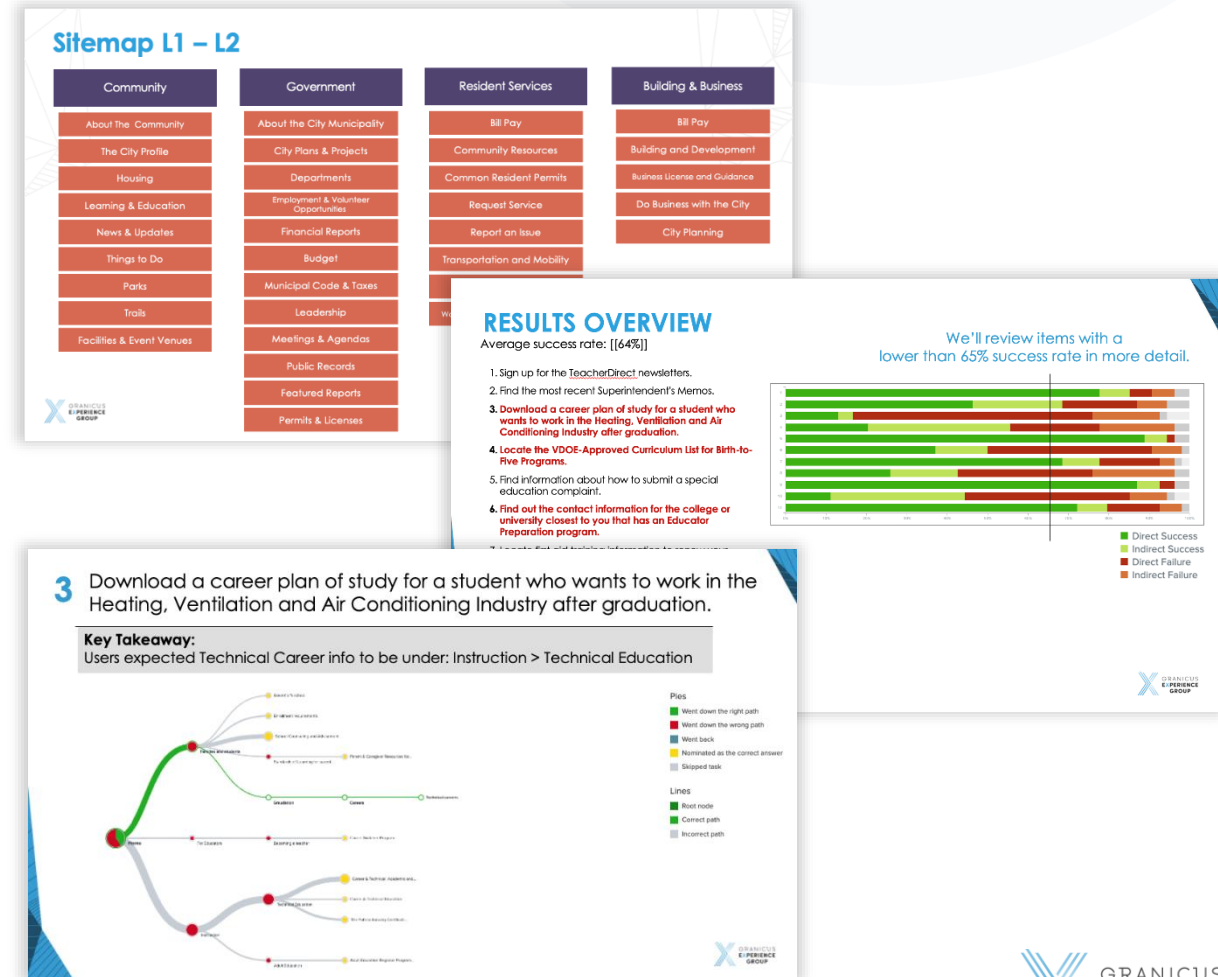
- Website crawl and high-level audit
- Analytics, Survey, and Heatmapping Review
- Analysis Report and L1 → L2+ site map recommendations

Build & Test

- Develop Medium-fidelity Site Map (L1 → L3+)
- User Testing
- Analysis and Recommendations

Develop Full Site Map

- Integrate changes from user testing
- Build out remaining levels
- Deliver to web development team



Current Costs Summary

Technology Costs to be Replaced	
City and P&R Websites	\$21,300
Police Subsite	\$3,000*
Ad Hoc Web Updates	\$1,500
BYO SSL (CIS Inc.)	\$3,120**
MailChimp	\$1,500*
Survey Monkey	\$500*
Digital Forms	\$1,000*
POLCO National Citizen Survey (2025)	\$18,000**
RRC Assoc. P&R Survey (2024)	\$23,000**
DocAccess	\$14,000
Total	\$86,920

*Estimated cost

**Cost we may not fully absorb

Note: These costs do not include staff time, consulting expenses saved, etc.

But What About... ?

True Non-Negotiables for this Change



- Base platform must “just work” without forcing incremental upsells
- Solution must be clearly defensible to council in terms of value, usability, and outcomes
- Vendor must support implementation + deliver on timelines
- Solution must be easy to use, trainable, and scalable across departments
- Clean integrations (CivicClerk, Tyler Munis, and RecTrac) and seamless user experience across systems
- Enterprise-grade reliability and security baked into the platform (not add-ons)
- A true partner, not a vendor who sells and disappears



Other Key Features

- ✓ Language Translation options
- ✓ Accessibility tools
- ✓ Includes Security/SSL
- ✓ GIS integrations
- ✓ Mobile-First Platform
- ✓ FedRAMP Authorized Communications Platform
- ✓ Unlimited Email Sends
- ✓ 100k SMS

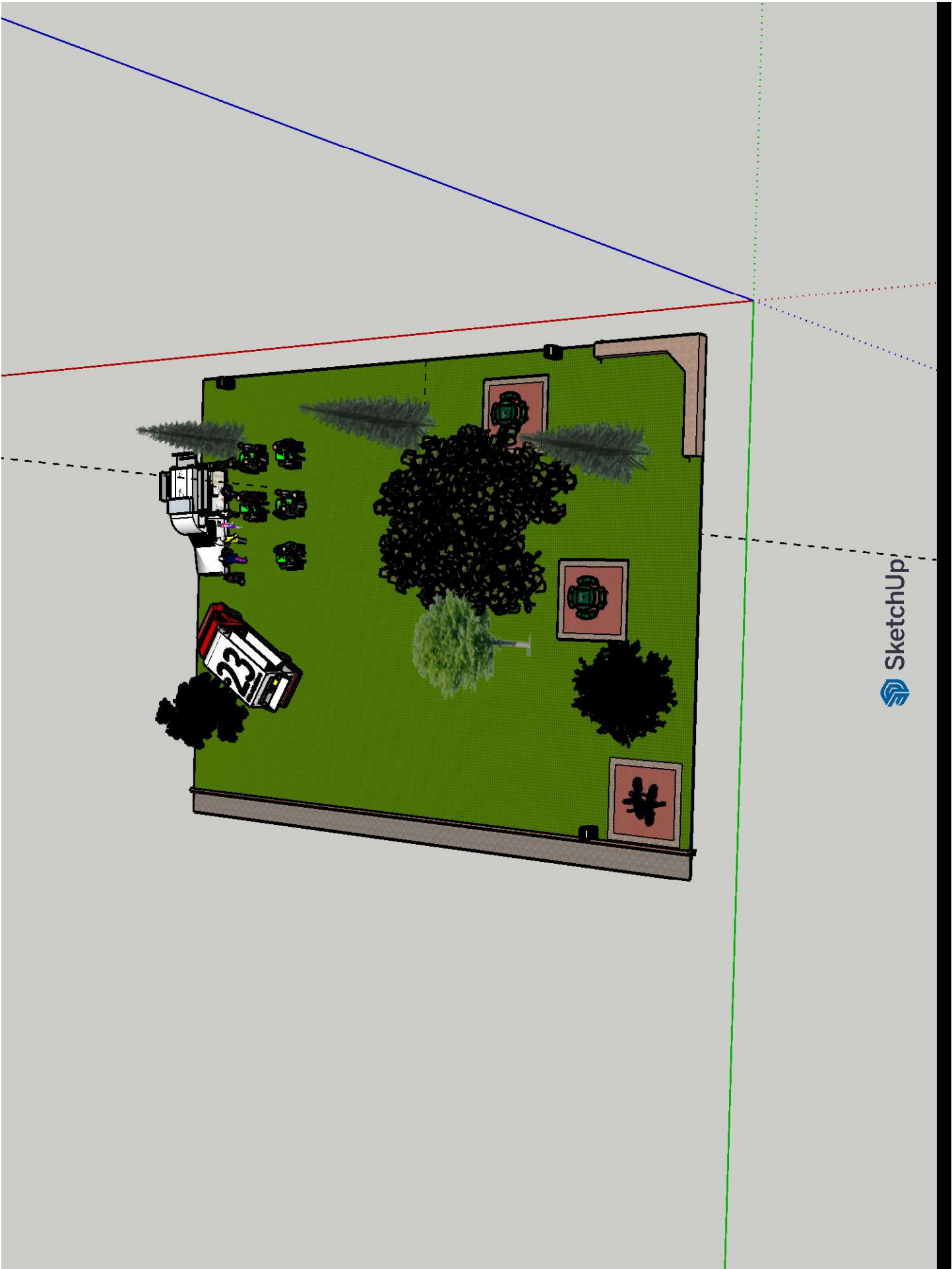


Thank You

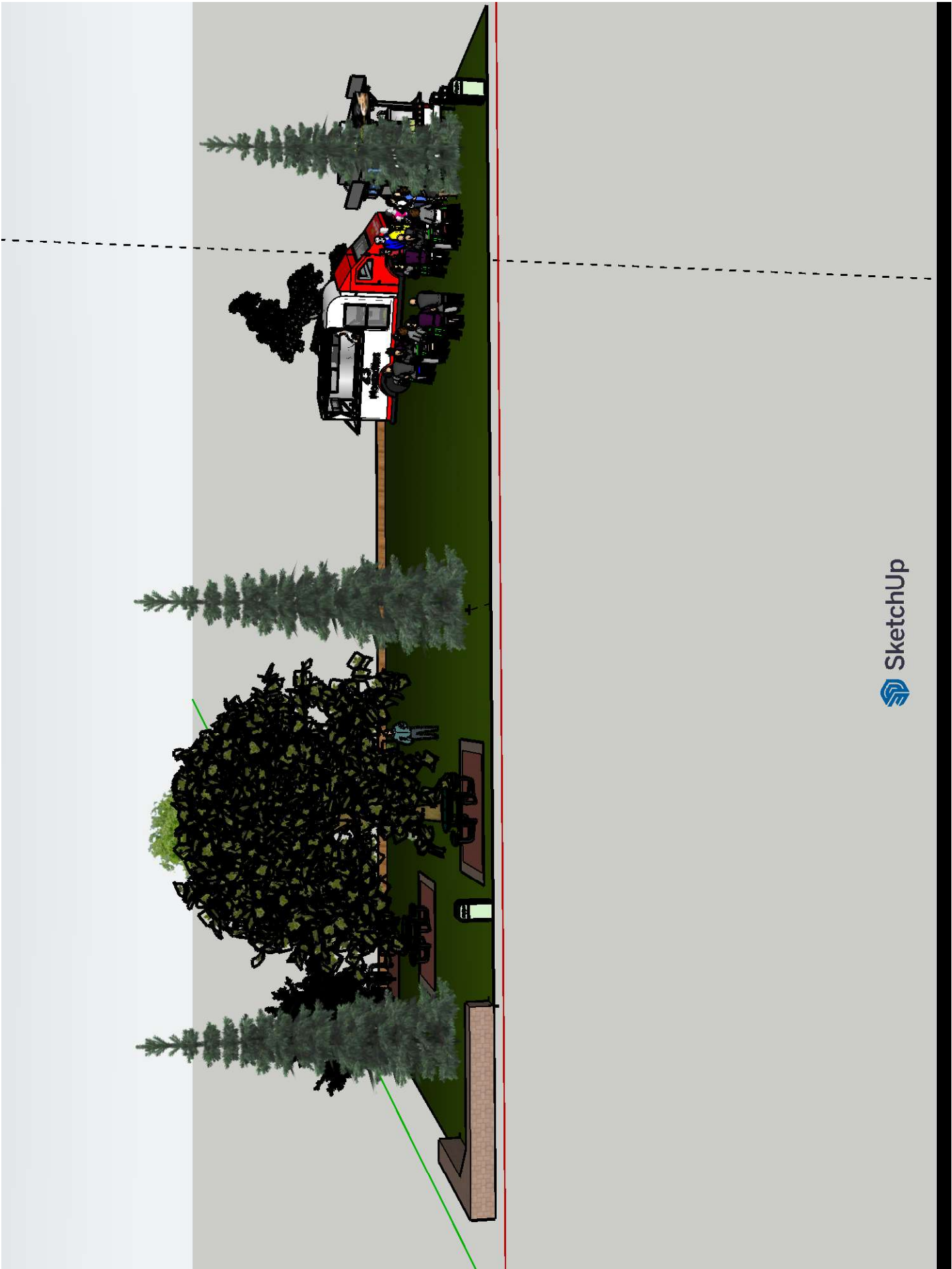


City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item:	Centennial Park Updates and Next Steps
Action Requested:	Discussion on the state of Centennial Park and ways to activate the park to address several downtown initiatives.
Department:	Parks & Recreation
Presented By:	Tim Bergman
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	Centennial Park has several options for activation and some current year work that will help with tree lighting and better uses for the park. Working closely with the families and people who put up the memorial fence staff has confirmed that the fence can come down. With the fence down, electrical work can begin to upgrade and repair the tree lighting system for the entire 900 block. Staff will also present draft ideas for further activation of the park to include concrete pads with electric hook-ups for mobile vendors and a trash compactor for the businesses on that alley.
Issues:	Centennial Park is the only green space downtown and ties into several downtown initiatives, such as trash, bears, unhoused issues, park maintenance and upkeep, as well as tree lighting for the 900 block of Grand Ave.
Fiscal Impact:	\$50,000 for current year electrical work and a 2027 capital ask.
Legal Review:	NA
Staff Recommendation:	NA









City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item: 2027 Miscellaneous Funds Budget

Action Requested: Discussion of proposed budget.

Department: Finance

Presented By: Steve Boyd, Yvette Gustad

Strategic Goals: Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure
Protect and Preserve our Quality of Life
Generate Sustainable Economic Development
Ensure Public Safety

Background Info: Each year staff presents our department and fund budgets to Council in work sessions. This session will cover Marijuana and Tobacco Tax, DDA, Tourism, Workforce Housing, VALE, and GID.

Issues: None at this time.

Fiscal Impact: Please see attachment.

Legal Review: NA

Staff Recommendation: NA

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
05 TOURISM PROMOTION - 00020 TAXES						
0500020-41410	ACCOMODATIONS TAX	\$1,761,158	\$1,805,711	\$1,750,000	\$1,869,482	Budget is based on collections from August 1 through July 31 of the year prior to the budgeted fiscal year.
TOTAL 00020 - TAXES		\$1,761,158	\$1,805,711	\$1,750,000	\$1,869,482	
05 TOURISM PROMOTION - 00060 OTHER						
0500060-42310	GRANTS	(\$0)	(\$0)	\$20,000	(\$0)	
0500060-43510	INTEREST	\$4,861	\$3,813	\$5,000	\$3,500	
TOTAL 00060 - OTHER		\$4,861	\$3,813	\$25,000	\$3,500	
TOTAL 05 -TOURISM PROMOTION		\$1,766,019	\$1,809,524	\$1,775,000	\$1,872,982	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
05 TOURISM PROMOTION - 111 TOURISM PROMOTION FUND						
05111-52510	GRANTS	\$0	\$0	\$25,000	\$0	
05111-56410	MKTG DIRECTOR SALARY	\$104,495	\$110,000	\$109,720	\$113,560	
05111-56411	MARKETING ASSTISTANT	\$64,270	\$70,000	\$67,484	\$69,846	
05111-56412	PAYROLL TAXES-BENEFITS	\$42,191	\$45,000	\$44,301	\$45,852	
05111-56413	VISITOR SERVICES	\$125,000	\$125,000	\$125,000	\$125,000	
05111-56414	PUBLIC RELATIONS	\$11,707	\$7,405	\$7,000	\$7,000	
05111-56415	BROCHURE PRINTING & DIST	\$45,823	\$34,381	\$42,000	\$42,000	
05111-56416	PRINT & OTHER ADVERTISING	\$860,588	\$878,696	\$722,000	\$900,000	
05111-56417	HOSTING	\$24,259	\$30,799	\$25,000	\$25,000	
05111-56418	CONNECTIVITY SERVICES LISTINGS	\$57,890	\$45,200	\$57,000	\$60,000	
05111-56419	DIRECT MAIL/FULLFILLMENT	\$8,634	\$8,427	\$8,000	\$9,000	
05111-56420	TRADE SHOWS	\$3,170	\$6,378	\$3,000	\$3,000	
05111-56421	ASSOCIATION MEMBERSHIPS	\$4,290	\$13,775	\$11,185	\$12,000	
05111-56422	MISC. ADS AND PROMO	\$688	\$1,858	\$1,250	\$1,300	
05111-56423	TRAVEL	\$15,860	\$19,993	\$18,000	\$20,000	
05111-56424	SPECIAL EVENTS & MARKETING	\$27,728	\$20,341	\$20,000	\$22,000	
05111-56425	BOOKKEEPING SERVICES	\$12,300	\$12,500	\$12,000	\$1,300	
05111-56426	TRANSFER TO OTHER FUNDS	\$178,256	\$443,275	\$181,250	\$140,211	7.5% of revenue transferred to General Fund to be spent on mitigating the impact of tourism.
					\$50,000	\$50,000 for special events including 4th of July and New Year's.
	TOTAL TRANSFER TO OTHER FUNDS	\$178,256	\$443,275	\$181,250	\$190,211	
05111-56427	INTERFUND COST OF SERVICE	\$12,601	\$12,979	\$13,368	\$13,836	3.5% increase from previous year.
05111-56428	OTHER EXPENSE	\$2,650	\$12,255	\$0	\$0	
05111-56429	CONSULTANTS	\$78,580	\$57,674	\$75,000	\$70,000	
05111-56430	COMMUNITY PROMOTION	\$0	\$103,000	\$81,250	\$30,211	Grants for events and organizations that promote or encourage tourism. Formula is 7.5% of revenue not including Summer of Music, Strawberry Days, Downtown Market and \$50,000 transferred to the General Fund for events.
					\$25,000	Strawberry Days.
					\$25,000	Summer of Music.
					\$10,000	Downtown Market.
	TOTAL COMMUNITY PROMOTION	\$0	\$103,000	\$81,250	\$90,211	
TOTAL 111 - TOURISM PROMOTION FUND		\$1,680,980	\$2,058,937	\$1,648,808	\$1,821,116	
TOTAL 05 TOURISM PROMOTION		\$1,680,980	\$2,058,937	\$1,648,808	\$1,821,116	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
06 WORKFORCE HOUSING FUND - 00020 TAXES						
0600020-41410	ACCOMMODATIONS HOUSING TAX	\$1,759,549	\$1,789,858	\$1,750,000	\$1,837,500	5% increase from 2026 estimate.
0600020-43510	INTEREST	(\$0)	(\$0)	\$2,000	\$2,000	
TOTAL 00020 - TAXES		\$1,759,549	\$1,789,858	\$1,752,000	\$1,839,500	
06 WORKFORCE HOUSING FUND - 00040 INTERGOVERNMENTAL						
0600040-42310	GRANTS	\$13,872	\$333,389	(\$0)	\$600,000	Down payment assistance grant from State of Colorado.
TOTAL 00040 - INTERGOVERNMENTAL		\$13,872	\$333,389	(\$0)	\$600,000	
TOTAL 06 -WORKFORCE HOUSING FUND		\$1,773,421	\$2,123,248	\$1,752,000	\$2,439,500	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
06 WORKFORCE HOUSING FUND - 105 WORKFORCE HOUSING						
06105-51110	REGULAR EMPLOYEES	\$9,772	\$34,128	\$117,968	\$53,135	Housing Development Manager/Planner (50%)
06105-51210	HEALTH INSURANCE PREMIUMS	\$2,768	\$13,531	\$41,492	\$7,752	
06105-51220	LONG TERM DISABILITY	\$31	\$112	\$748	\$204	
06105-51230	BASIC LIFE INSURANCE	\$32	\$96	\$594	\$262	
06105-51250	FICA CONTRIBUTIONS	\$700	\$2,391	\$9,024	\$4,065	
06105-51260	RETIREMENT CONTRIBUTIONS	\$0	\$1,708	\$8,258	\$3,719	
06105-51270	UNEMPLOYMENT COMPENSATION	\$18	\$63	\$236	\$106	
06105-51280	WORKERS' COMPENSATION	\$74	\$114	\$150	\$90	
06105-51710	PROFESSIONAL SERVICES	\$2,650	\$3,541	\$10,000	\$20,000	Housing loan program development.
06105-52210	PROFESSIONAL DEVELOPMENT	\$3,750	\$0	\$1,500	\$5,000	
06105-53710	CONTRIBUTIONS/DONATIONS	\$1,500,000	\$1,616,403	\$425,000	\$250,000	Rental assistance program.
					\$600,000	Down payment assistance. Will receive a grant to cover.
					\$100,000	West Mountain Regional Housing Coalition - Good deeds program.
	TOTAL CONTRIBUTIONS/DONATIONS	\$1,500,000	\$1,616,403	\$425,000	\$950,000	
06105-54310	INTERFUND COST OF SERVICE	\$0	\$0	\$33,823	\$35,007	Increase over 2026 of 3.5%.
	TOTAL 105 - WORKFORCE HOUSING	\$1,519,795	\$1,672,087	\$648,793	\$1,079,340	
	TOTAL 06 WORKFORCE HOUSING FUND	\$1,519,795	\$1,672,087	\$648,793	\$1,079,340	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
15 MARIJUANA TAX FUND - 00020 TAXES						
1500020-41510	MARIJUANA SALES TAX	\$353,415	\$323,033	\$300,000	\$300,000	
TOTAL 00020 - TAXES		\$353,415	\$323,033	\$300,000	\$300,000	
TOTAL 15 -MARIJUANA TAX FUND		\$353,415	\$323,033	\$300,000	\$300,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
15 MARIJUANA TAX FUND - 510 MARIJUANA TAX FUND						
15510-51710	PROFESSIONAL SERVICES	\$0	\$0	\$1,000	\$0	
15510-53710	CONTRIBUTIONS/DONATIONS	\$125,000	\$65,000	\$0	\$75,000	Contribution for 50% funding of a new position of School Resource Officer (SRO)/ Trails Ranger.
15510-54310	INTERFUND COST OF SERVICE	\$0	\$0	\$12,430	\$0	
15510-55950	TRANSFER TO GENERAL FUND	\$110,000	\$100,000	\$125,000	\$100,000	Public information and Community Center passes.
					\$25,000	Enforcement, youth education, school safety.
TOTAL TRANSFER TO GENERAL FUND		\$110,000	\$100,000	\$125,000	\$125,000	
15510-55960	TRANSFER TO FIRE & EMS	\$100,000	\$75,000	\$100,000	\$100,000	First responder and transport, youth education. school safety and information.
TOTAL 510 - MARIJUANA TAX FUND		\$335,000	\$240,000	\$238,430	\$300,000	
TOTAL 15 MARIJUANA TAX FUND		\$335,000	\$240,000	\$238,430	\$300,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
16 TOBACCO TAX - 00020 TAXES						
1600020-41530	TOBACCO SALES TAX	\$786,465	\$706,262	\$650,000	\$650,000	
TOTAL 00020 - TAXES		\$786,465	\$706,262	\$650,000	\$650,000	
16 TOBACCO TAX - 00030 PERMITS/LICENSES						
1600030-42140	SALES TAX/BUSINESS LICENSES	\$8,000	\$9,500	\$6,000	(\$0)	
TOTAL 00030 - PERMITS/LICENSES		\$8,000	\$9,500	\$6,000	(\$0)	
TOTAL 16 -TOBACCO TAX		\$794,465	\$715,762	\$656,000	\$650,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
16 TOBACCO TAX - 520 TOBACCO TAX						
16520-53710	CONTRIBUTIONS/DONATIONS	\$235,000	\$65,000	\$0	\$0	
16520-54310	INTERFUND COST OF SERVICE	\$0	\$0	\$33,000	\$0	
16520-55960	TRANSFER TO FIRE & EMS	\$0	\$0	\$600,000	\$600,000	Revenues were \$950k in 2020, \$900k in 2021, \$845k in 2022, \$842k in 2023, and \$786k in 2024.
TOTAL 520 - TOBACCO TAX		\$235,000	\$65,000	\$633,000	\$600,000	
16 TOBACCO TAX - 999 INTERFUND TRANSFERS						
16999-55950	TRANSFER TO GENERAL FUND	\$625,000	\$550,000	\$0	\$0	
TOTAL 999 - INTERFUND TRANSFERS		\$625,000	\$550,000	\$0	\$0	
TOTAL 16 TOBACCO TAX		\$860,000	\$615,000	\$633,000	\$600,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
37 GENERAL IMPROVEMENT DISTRICT - 00020 TAXES						
3700020-41110	PROPERTY TAXES	\$56,858	\$59,412	\$55,000	\$60,000	
3700020-41120	DELINQUENT PROPERTY TAXES	\$229	\$724	(\$0)	(\$0)	
3700020-41150	SPECIFIC OWNERSHIP	\$2,508	\$3,459	\$2,500	\$2,500	
TOTAL 00020 - TAXES		\$59,595	\$63,596	\$57,500	\$62,500	
37 GENERAL IMPROVEMENT DISTRICT - 00060 OTHER						
3700060-43510	INTEREST	\$48	\$21	(\$0)	(\$0)	
TOTAL 00060 - OTHER		\$48	\$21	(\$0)	(\$0)	
TOTAL 37 -GENERAL IMPROVEMENT DISTRICT		\$59,643	\$63,617	\$57,500	\$62,500	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
37 GENERAL IMPROVEMENT DISTRICT - 282 GENERAL IMPROVEMENT DISTRICT #						
37282-52750	TREASURER'S FEES	\$1,123	\$1,177	\$1,200	\$1,200	2% of revenues.
37282-54310	INTERFUND COST OF SERVICE	\$14,267	\$14,695	\$13,816	\$14,300	
37282-60000	PROJECTS	\$0	\$0	\$250,000	\$0	
TOTAL 282 - GENERAL IMPROVEMENT DISTRICT #		\$15,390	\$15,872	\$265,016	\$15,500	
TOTAL 37 GENERAL IMPROVEMENT DISTRICT		\$15,390	\$15,872	\$265,016	\$15,500	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
45 V.A.L.E. FUND - 00050 CHARGE FOR SERVICE/FEES GENERAL GOVERNMENT						
4510050-42426	V.A.L.E. ASSESSMENT	\$56,957	\$37,664	\$40,000	\$40,000	
TOTAL 00050 - CHARGE FOR SERVICE/FEES		\$56,957	\$37,664	\$40,000	\$40,000	
45 V.A.L.E. FUND - 00060 OTHER GENERAL GOVERNMENT						
4510060-43510	INTEREST	\$899	\$901	\$1,000	\$1,000	
TOTAL 00060 - OTHER		\$899	\$901	\$1,000	\$1,000	
TOTAL 45 -V.A.L.E. FUND		\$57,855	\$38,565	\$41,000	\$41,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
45 V.A.L.E. FUND - 132 V.A.L.E. FUND						
45132-54310	INTERFUND COST OF SERVICE	\$0	\$0	\$1,925	\$1,992	
45132-56310	VICTIM/WITNESS ASSISTANCE	\$19,298	\$22,800	\$35,000	\$35,000	
TOTAL 132 - V.A.L.E. FUND		\$19,298	\$22,800	\$36,925	\$36,992	
TOTAL 45 V.A.L.E. FUND		\$19,298	\$22,800	\$36,925	\$36,992	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
48 CONSERVATION TRUST - 00040 INTERGOVERNMENTAL CULTURE AND RECREATION						
4835040-42260	LOTTERY FUNDS	\$124,272	\$122,071	\$130,000	\$120,000	
TOTAL 00040 - INTERGOVERNMENTAL		\$124,272	\$122,071	\$130,000	\$120,000	
48 CONSERVATION TRUST - 00060 OTHER CULTURE AND RECREATION						
4835060-43510	INTEREST	\$3,853	\$3,832	\$2,000	\$2,500	
TOTAL 00060 - OTHER		\$3,853	\$3,832	\$2,000	\$2,500	
TOTAL 48 -CONSERVATION TRUST		\$128,125	\$125,903	\$132,000	\$122,500	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
48 CONSERVATION TRUST - 000 PROJECTS						
4835-60000	PROJECTS	\$0	\$382,776	\$0	\$25,000	Painting of Sayre Park basketball courts.
					\$310,000	Community Center flat roof repair.
	TOTAL PROJECTS	\$0	\$382,776	\$0	\$335,000	
	TOTAL 000 - PROJECTS	\$0	\$382,776	\$0	\$335,000	
	TOTAL 48 CONSERVATION TRUST	\$0	\$382,776	\$0	\$335,000	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
86 DOWNTOWN DEVELOPMENT AUTHORITY - 00020 TAXES						
8600020-41610	TIF PROPERTY TAXES	\$104,176	\$127,088	\$105,000	\$110,000	
8600020-41620	TIF SALES TAX	\$1,266,780	\$1,257,165	\$1,448,398	\$1,593,444	
TOTAL 00020 - TAXES		\$1,370,956	\$1,384,254	\$1,553,398	\$1,703,444	
86 DOWNTOWN DEVELOPMENT AUTHORITY - 00040 INTERGOVERNMENTAL						
8600040-42310	GRANTS	\$8,900	\$253,665	(\$0)	(\$0)	
TOTAL 00040 - INTERGOVERNMENTAL		\$8,900	\$253,665	(\$0)	(\$0)	
86 DOWNTOWN DEVELOPMENT AUTHORITY - 00050 CHARGE FOR SERVICE/FEES						
8600050-42435	MARKET SPACE FEE	\$6,305	\$4,149	(\$0)	\$6,000	
TOTAL 00050 - CHARGE FOR SERVICE/FEES		\$6,305	\$4,149	(\$0)	\$6,000	
86 DOWNTOWN DEVELOPMENT AUTHORITY - 00060 OTHER GENERAL GOVERNMENT						
8600060-43510	INTEREST	\$136,769	\$122,074	\$20,000	\$20,000	
8600060-43710	CONTRIBUTIONS/DONATIONS	\$11,500	\$1,250	(\$0)	(\$0)	
8600060-44130	MISCELLANEOUS	(\$0)	\$771	(\$0)	(\$0)	
TOTAL 00060 - OTHER		\$148,269	\$124,096	\$20,000	\$20,000	
TOTAL 86 -DOWNTOWN DEVELOPMENT AUTHORITY		\$1,534,430	\$1,766,164	\$1,573,398	\$1,729,444	

2027 BUDGET

Account	Account Description	2024 Actual	2025 Actual	2026 Revised Budget	2027 Request	Description
86 DOWNTOWN DEVELOPMENT AUTHORITY - 000 PROJECTS						
8610-60000	PROJECTS	\$43,942	\$1,740	\$0	\$0	
TOTAL 000 - PROJECTS		\$43,942	\$1,740	\$0	\$0	
86 DOWNTOWN DEVELOPMENT AUTHORITY - 000 PROJECTS						
8630-60000	PROJECTS	\$1,212,701	\$3,865,844	\$1,075,000	\$200,000	Confluence site plan and public outreach.
TOTAL 000 - PROJECTS		\$1,212,701	\$3,865,844	\$1,075,000	\$200,000	
86 DOWNTOWN DEVELOPMENT AUTHORITY - 180 DOWNTOWN DEVELOPMENT AUTHORITY						
86180-51610	SUPPLIES	\$997	\$3,557	\$5,250	\$6,000	Office and small supplies.
86180-51710	PROFESSIONAL SERVICES	\$197,935	\$195,398	\$185,000	\$195,000	Executive Director, legal, minutes, website, Market Manager, translation.
86180-52310	MISC. TRAVEL	\$0	\$0	\$8,000	\$8,000	Board meetings, conference attendance, etc.
86180-52510	GRANTS	\$40,279	\$64,738	\$150,000	\$150,000	Grant program Funding.
86180-52750	TREASURER'S FEES	\$2,084	\$2,542	\$2,100	\$2,100	
86180-52810	OTHER OPERATING EXPENSE	\$29,522	\$26,078	\$125,000	\$80,000	Economic development.
					\$50,000	DDA contingency.
TOTAL OTHER OPERATING EXPENSE		\$29,522	\$26,078	\$125,000	\$130,000	
86180-52860	DOWNTOWN MARKET	\$30,312	\$4,077	\$0	\$0	
86180-53520	LIABILITY AND CASUALTY INSURA	\$689	\$625	\$1,350	\$1,411	
86180-53940	INTEREST - OTHER DEBT	\$1,644	\$561	\$0	\$0	
86180-54310	INTERFUND COST OF SERVICE	\$23,728	\$24,440	\$26,961	\$27,905	
TOTAL 180 - DOWNTOWN DEVELOPMENT AUTHORITY		\$327,190	\$322,015	\$503,661	\$520,416	
TOTAL 86 DOWNTOWN DEVELOPMENT AUTHORITY		\$1,583,833	\$4,189,599	\$1,578,661	\$720,416	

MEMORANDUM

TO: Glenwood Springs City Council
FROM: Financial Advisory Board
DATE: June 24, 2026
SUBJECT: **Annual Memo of Budget Considerations**



The Financial Advisory Board would like to offer the following comments to Council for consideration;

1. We believe that minimum Unallocated Contingency Reserves are appropriate in the following amounts:
 - a. \$2,500,000 in the Capital Projects Fund
 - b. \$3,000,000 in the A&I Fund
 - c. Minimum 30% of forecasted 2026 expenditures in the General Fund with an optimal target range of 35% to 45%.
2. As the City improves its parks and infrastructure ongoing maintenance will become more costly. The Board believes the budget should be built around these expenditures rather than allocating “what’s left over” to this purpose to continue service level improvements.
3. Update the speed camera spending policy to include safety measures and enforcement on City trails, sidewalks, and pedestrian areas in and around downtown.
4. Fund the public space and encampment safety plan in 2027. Consider leveraging funds from tourism, speed camera revenue, and tobacco/marijuana tax. The trails budget in the A&I Fund can be utilized for encampments and patrol activities in the Wulfsohn area.
5. Maintain the existing \$1 million reserve in the General Fund for opposing Rocky Mountain Industrial’s plan to expand the mine.
6. We recognize the difficulty of attracting and retaining talent in this area and urge Council to prioritize employee compensation again this year with a cost-of-living increase and possibly a spot bonus pool.
7. Appropriate \$500,000 in the A&I Fund and \$250,000 in the Capital Projects Fund as a contingency that staff can use for projects that need change orders or are otherwise slightly over budget. This will provide realistic budget numbers for the public and contractors, and still allow staff to make relatively small field decisions that increase the cost of one or more projects without unnecessary delays.

Thank you for allowing the Financial Advisory Board the opportunity to participate in the development of the 2027 budget.

Sincerely,

Financial Advisory Board

Ksana Oglesby, Chair
Spencer Graff, Vice Chair
Asha John, Ken Murphy, Ted Edmonds, Christina Conley



City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item: August 20, 2026 Council Minutes

Action Requested: August 20, 2026 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
AUGUST 20, 2026
6:15 PM

Note: Official meeting minutes are located on the City website via YouTube video at the following link: <https://www.youtube.com/user/GlenwoodSprings1885/videos>. The times in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

Item 1. 5:22 Roll Call

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

Staff Present: Also present were City Manager Steve Boyd, City Clerk Ryan Muse, City Attorney Karl Hanlon, Deputy Chief of Police John Hassell, Finance Director Yvette Gustad, Public Works Director Matt Langhorst, Director of Operations Tim Bergman, Public Information Officer Bryana Starbuck, Senior Planner Emery Ellingson, Chief of Public Safety Joseph Deras, and Director of Economic and Community Development Trent Hyatt.

Item 2. 5:46 Agenda Changes

There were none.

Item 3. 5:55 Disclosure of Any Councilor Conflicts of Interest

There were none.

Item 4. 6:05 Citizens Appearing Before Council and Council Response (for items not on the agenda - comments limited to 3 minutes)

City resident Judy Haynes made comments about a complaint sent to Planning and Zoning and 100 Midland detention center.

City Resident Ashley Stahl made comments about the 100 Midland detention center.

City Attorney Karl Hanlon and City Manager Steve Boyd responded.

Item 5. 12:42 Council Announcements

Mayor Pro Tem Zalinski made an announcement about the upcoming non-profit volunteer fair.

Councilor Smith made announcements about the recent Workforce Housing Fund Advisory Board meeting, Cavern Springs mobile home park, signing of a Colorado Coalition for Climate Action letter, school starting this week, and success of Coach Miller Drive project.

Councilor Townsley made an announcement about a noise violation.

Councilor Smith made an announcement about speed indicator signs on Midland.

Item 6. 17:31 Consent Agenda

Mayor Pro Tem Zalinski moved to approve the consent agenda as presented.

Councilor Schachter seconded the motion.

18:24 The motion passed unanimously.

Mayor Pro Tem Zalinski made a comment.

Item 7. 19:03 Proclamation Celebrating September 4th as Love Glenwood Day

Mayor Dehm presented the proclamation to Ellen Dole, Jeff Peterson and Alex Peterson of the Glenwood Springs Citizen's Alliance.

Item 8. 21:52 Glenwood Springs Historical Society Update

Glenwood Springs Historical Society Executive Director Mark Jensen presented on the item.

Councilor Smith, Councilor Schachter, Mayor Pro Tem Zalinski and Mayor Dehm asked questions.

Item 9. 34:32 Resolution 2026-20; A resolution of the city council of the City of Glenwood Springs, Colorado, calling an election on November 3, 2026, and certifying a ballot issue, setting the ballot title and content for the ballot issue; and providing other matters relating to the election

City Manager Steve Boyd opened the item.

Councilor Townsley, Councilor Smith and Mayor Dehm asked questions.

Mayor Dehm opened the item for public comment.

There were none.

43:17 Councilor Smith moved, seconded by Mayor Pro Tem Zalinski, to approve Resolution 2026-20 with ballot language A-1 to election.

Councilor Schachter, Councilor Smith, Councilor Schmahl, Councilor Townsley and Mayor Dehm made comments.

51:21 The motion passed unanimously.

City Attorney Karl Hanlon made comments about the Fair Campaigns Practices Act and next steps.

Mayor Dehm, Councilor Smith and Councilor Schachter asked questions and made comments.

Item 10. 1:05:10 Resolution 2026-19; Intergovernmental Agreement with Garfield County for the 2026 Coordinated Election

City Clerk Ryan Muse opened the item.

1:05:46 Mayor Pro Tem Zalinski moved, seconded by Councilor Schachter, to approve Resolution 2026-19; Intergovernmental Agreement with Garfield County for the 2026 Coordinated Election.

1:06:11 The motion passed unanimously.

Item 11. 1:06:19 Ordinance 2026-18; an ordinance of the City of Glenwood Springs, Colorado, amending title 070 of the Glenwood Springs Municipal Code regarding the regulation and permitting of electric vehicle charging projects within the city.

Senior Planner Emery Ellingson presented on the item.

Councilor Smith and Mayor Dehm asked questions.

Mayor Dehm opened the item for public comment.

There were none.

1:20:24 Councilor Smith moved, seconded by Mayor Pro Tem Zalinski, to approve planning file CDA 000050-2026 incorporating staff's findings because the application meets the approval criteria for a code amendment with the findings and conditions of the staff report.

1:21:32 The motion passed unanimously.

Item 12. 1:21:44 Council Comments

Councilor Smith made comments regarding showcasing success stories, recognizing staff presentations, and Ballot Initiative 175.

Councilor Schachter made a comment on e-bikes on the Rio Grande trail.

City Attorney Karl Hanlon responded.

Councilor Townsley made a comment about a letter to council from a high school student.

Mayor Dehm responded.

Mayor Dehm made a comment about a resolution in support of the fire tax.

1:27: 44 Mayor Dehm, seconded by Councilor Smith, moved to issue a resolution to support the fire tax ballot measure.

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

1:33:34 The motion passed unanimously.

Item 13. 1:34:11 Report from City Administration

City Manager Steve Boyd reported on city signage updates.

City Attorney Karl Hanlon reported on updates regarding pending litigation.

There were letters from the Salvation Army and the Special Olympics thanking council for grant funding as well as two emails from City resident Ashley Stahl.

Item 14. 1:35:47 Social Event Announcement

Tonight's social event will take place at El Tapatio following the Council meeting.

Item 15. 1:35:56 Adjournment

1:35:57 Mayor Pro Tem Zalinski moved to adjourn. Councilor Schachter seconded.

1:36:13 The motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item:	Resolution 2026-21; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE REPLACEMENT OF RESCUE EQUIPMENT FOR THE GLENWOOD SPRINGS FIRE DEPARTMENT.
Action Requested:	Authorize the Fire Department grant application to the FMLD for rescue equipment.
Department:	Fire Department
Presented By:	Joseph Deras
Strategic Goals:	Provide Efficient and Responsive City Government Preserve and Improve Infrastructure Protect and Preserve our Quality of Life Ensure Public Safety
Background Info:	The Fire Department trains for and has executed various rescue emergencies. Our safety equipment is expired and exceeds the NFPA standards.
Issues:	Replacement rescue equipment is needed to safely and effectively continue to train and perform duties related to various rescue emergencies.
Fiscal Impact:	The cost to city funds could be approximately \$30K . If awarded, these grant funds will allow for purchase of equipment without impacting city funds.
Legal Review:	Legal drafted the resolution.
Staff Recommendation:	Staff recommends passage.

RESOLUTION 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING AND SUPPORTING THE APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE REPLACEMENT OF RESCUE EQUIPMENT FOR THE GLENWOOD SPRINGS FIRE DEPARTMENT.

WHEREAS, the City of Glenwood Springs (the “City”) is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (the “GCFMLD”); and

WHEREAS, the City has submitted a Grant Application to the GCFMLD for the replacement of rescue equipment for the Glenwood Springs Fire Department (the “GSFD”); and

WHEREAS, the City supports the replacement of the rescue equipment if a grant is awarded by the GCFMLD.

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

Section 1. The above recitals are hereby incorporated as findings by the City.

Section 2. The City strongly supports the Grant Application GCFMLD to the for the replacement of rescue equipment.

Section 3. The City Council of the City of Glenwood Springs authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.

Section 4. If a grant is awarded, the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro Tem to sign a Grant Agreement with the GCFMLD.

INTRODUCED, READ, AND PASSED THIS 3RD DAY OF SEPTEMBER 2026.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

BRIEF PROJECT DESCRIPTION

The Glenwood Springs Fire Department (GSFD) requests \$30,000 in Garfield County Federal Mineral Lease District (GCFMLD) Mini Grant funding to acquire rope rescue equipment and supporting personal protective equipment (PPE) to replace existing equipment that exceeds National Fire Protection Association (NFPA) service life standards, and to expand the GSFD's inventory of readily available technical rescue gear. This acquisition directly supports GSFD personnel in safely executing technical rescues such as high-angle, low-angle, and confined-space technical rescues across rugged, steep, and remote terrain.

The project aligns with the GCFMLD Mission Statement to provide the greatest use of financial resources for the greatest number of citizens. GSFD serves 16,000 full-time residents and a daytime population exceeding 21,000 over a 72-square-mile service area. The equipment will safeguard department members, while protecting residents, commercial operators, industrial workers, and visitors throughout the region.

Natural resource development in Garfield County generates significant heavy commercial and industrial traffic along Interstate 70 and State Highway 82. These corridors traverse narrow canyons, steep embankments, and remote terrain prone to rockfalls and vehicular incidents involving hazardous materials or extrications. Upgrading GSFD's outdated technical equipment ensures immediate local capacity to navigate hazardous terrain, access rescue extrication points, and mitigate emergency response risks without relying on delayed mutual aid.

Word Count: 212/250

Selection Criteria Page Count: 4/5

Total Page Count Limit: #/10

GENERAL QUESTIONS

1. Under federal law, your proposal must be one of the following three types: (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. Describe the scope of the project – what exactly will be built. Be specific, explaining preparatory work, quantities, dimensions, etc. If the project is intended to enhance, rehabilitate, or replace existing public works or other capital projects, describe the state of the existing public works or other capital projects.

The Glenwood Springs Fire Department (GSFD) Technical Rope Rescue Equipment Project qualifies as a **provision of public services**. The \$30,000 request will fund the acquisition of rope rescue equipment and supporting PPE that supports the GSFD technical rescue response capability.

Technical rescue is one of several response capabilities that GSFD maintains alongside structural firefighting, wildland response, and emergency medical services. Rope rescue equipment is the specific set of tools, rigging, and personal protective equipment (PPE) that allows personnel to operate safely on rope in high-angle, low-angle, and confined-space environments. The GSFD is requesting funding for rope rescue equipment because current equipment and supporting PPE has exceeded the National Fire Protection Association's (NFPA) equipment service life standards and must be replaced. Additionally, an increased number of technical rescue calls in recent years has demonstrated the need for additional rope rescue equipment. Without the proper equipment, trained personnel cannot safely provide technical rescues.

GSFD will use the grant to purchase the following rope rescue equipment and supporting PPE:

- ☐ 19 KASK Zenith X2 helmets;
- ☐ 10 Atom rescue harnesses;
- ☐ 5 CMC Rope rescue truck cache clutch kits (11mm);
- ☐ 5 CMC 11mm Capto rope grabs;
- ☐ 4 CMC Aztek ProSeries LT systems; and
- ☐ 5 PETZL ASAP LOCK drop-resistant mobile fall arresters for rope with LOCK function.

2. Explain how this project will benefit or improve a community impacted by the development of natural resources.

GSFD serves approximately 16,000 full-time residents and a daytime population exceeding 21,000 across a 72-square-mile service area in Garfield County. Much of the service area lies outside the City of Glenwood Springs, which encompasses approximately 5.7 square miles. The GSFD's service area includes steep canyon walls, narrow river valleys, and mountainous terrain that defines the area and presents unique access, response, and evacuation challenges. The region's terrain leads to technical rescue situations in which GSFD personnel may need to reach individuals in need below a roadway, on a steep embankment, or in terrain that standard emergency apparatus cannot safely access.

The proposed rope rescue equipment and supporting PPE will give GSFD personnel the equipment necessary to establish safe rope systems, access difficult terrain, and conduct technical rescues that cannot be performed safely. Examples of applications for rope rescue equipment include steep- and high-angle rescues, vehicle-over-embankment incidents, technical trail and backcountry rescues, confined-space rescues, and rescues from bridges, cliffs, riverbanks, and other locations where patients or responders must be safely raised, lowered, or secured. The equipment will benefit multiple populations affected by natural-resource activity and challenging terrain. For example:

- **Emergency responders** will benefit from PPE and rescue equipment that complies with the NFPA codes and standards, allowing trained GSFD personnel to safely perform high-risk rope rescue operations while reducing responder risk and strengthening the department's ability to keep qualified personnel in the field.
- **Workers and commercial vehicle operators** traveling through the area will benefit from improved GSFD capability to reach patients involved in vehicle or industrial incidents in steep or otherwise inaccessible terrain.
- **Visitors and recreational users** will benefit from the same rescue capability in surrounding public land, river and canyon environments, including areas used for hiking, climbing, rafting, and other outdoor recreation.

Glenwood Springs residents are negatively impacted by mining, logging, and natural gas activities, including pollution from hauling, environmental uncertainty regarding large tracts of public land, and economic fluctuation tied to the boom-bust cycles of the oil and gas industry. Historical and ongoing extractive activities in and near Glenwood Springs negatively impact human and environmental health by increasing exposure to heavy metals and toxic contaminants, contributing to sedimentation and impairment of critical waterways, threatening the sustainability of clean water sources and increasing erosion and landslide risks. The City's location at the intersection of I-70 and SH-82 drives significant heavy-truck traffic from extractive industries through the City, creating further burdens. Truck traffic contributes to congestion and damages City roadways, necessitating costly repairs and negatively impacting local air quality. This investment provides a direct public safety benefit to a community that experiences the transportation, industrial, and emergency response demands associated with Garfield County's natural resource economy. Without the equipment, GSFD personnel will need to rely on mutual aid resources from outside departments or attempt to make technical rescues with equipment that has surpassed its service life, increasing risk to responders and those being rescued. With the requested \$30,000 investment, GSFD will strengthen its local technical rescue capacity and improve its ability to protect residents, workers, visitors, and responders in the terrain where these communities live, work, travel, and recreate.

3. Explain how this project is one that will reduce or alleviate social, economic, or public finance impacts resulting from the development of natural resources?

Heavy commercial and industrial traffic from Garfield County's natural resource sector directly intensifies GSFD's emergency response demands along the Interstate 70 and State Highway 82 corridors. Because these primary extraction routes run through narrow canyons, steep embankments, and hazardous terrain, vehicle incidents frequently require specialized technical rope extrication. Granting \$30,000 for GSFD's acquisition of rope rescue equipment and supporting PPE directly alleviates regional economic and public finance impacts by eliminating

response delays, accelerating incident clearance, and reducing multimillion-dollar corridor shutdowns.

GCFMLD funding will provide a targeted investment in the community's capacity to manage public safety and economic impacts, including those associated with natural resource-related transportation, industrial, and recreational activity. The requested equipment will strengthen GSFD's locally based technical rescue capability, reduce dependence on outside resources for specialized rescue operations, and improve the department's ability to protect people and critical transportation and environmental assets when incidents occur in the region's most difficult terrain. By improving GSFD's ability to safely access those in need, the investment will also support faster incident response and roadway recovery, helping limit disruptions to I-70 and the movement of workers, goods, services, and visitors through the region. This targeted investment in emergency response capacity will help protect both public safety and the economic activity that depends on reliable transportation through Garfield County.

4. Please describe how this project will help the GCFMLD achieve its mission and specifically how granting your request will provide the greatest use of our resources for the greatest number of persons.

GSFD selected this \$30,000 technical rope rescue project as its top priority to fulfill GCFMLD's mission of serving the greatest number of citizens. The rope rescue equipment will help the GSFD continue to protect its 72-square-mile service area that accommodates 16,000 residents, a daily population exceeding 21,000, and thousands of commercial operators navigating hazardous natural- resource transport corridors. Directing natural resource funds toward specialized technical gear strengthens regional safety far beyond standard municipal fire protection. High-angle and confined-space rescue capabilities directly safeguard commercial truck drivers transporting extraction materials along the region's transportation corridors, industrial workers operating in isolated terrain, and visitors using public lands along the Colorado and Roaring Fork Rivers. This grant will ensure that anyone navigating these high-risk corridors receives immediate, life-saving technical intervention during critical incidents.

This request maximizes GCFMLD funds by equipping an already certified, highly trained team. Directing \$30,000 entirely to equipment cost rather than administrative overhead or basic training leverages multi-year equipment lifespans to deliver immediate, multi-year readiness across the department's regional emergency deployments.

5. Describe demand for your proposal in detail and ramifications if the project is not funded.

GSFD has an immediate need to replace and expand its aging rope rescue equipment and supporting PPE. GSFD reported 30 technical rescues in 2024 and 27 in 2025. Without compliant equipment, GSFD must restrict responder deployments and rely on mutual aid from Colorado River Fire Rescue or Carbondale & Rural Fire Protection District for technical rescues. Offloading technical rescues to neighboring districts increases response delays in steep, remote terrain, often creating more dangerous scenarios. If not successful with this grant proposal, the GSFD will need to wait until adequate department funding is available to purchase the rescue equipment and PPE, which may require multiple budget cycles.

ABILITY TO COMPLETE PROJECT

6. Although the Mini Grant Program does not require a cash match, the purpose of the program is to complete smaller projects immediately (within one year) and otherwise to meet immediate needs, all consistent with federal and state statutory purposes. Demonstrate your ability to do this. If your total project cost is in excess of \$30,000 explain exactly how the project will be completed using your grant award.

GSFD can complete this project within the Mini Grant Program's one-year implementation period. All equipment will be purchased shortly after executing a grant contract. Ongoing maintenance and inspection of the equipment will be absorbed into GSFD's annual budget and does not require multi-phase applications or future GCFMLD awards to remain in service.

BUDGET

7. Provide a detailed budget that presents information consistent with the answers presented throughout the Selection Criteria and on the Application Summary Form. Applicants must use the GCFMLD Budget Form. Budgets submitted in any other format will be rejected.

See attached budget.

PRELIMINARY ONE-YEAR TIMELINE

Task	Oct	Nov	Dec	Jan	Feb	Marc	April
Grant Notification							
Grant Agreement							
Purchase Items from Budget							
Close-Out							
Final Report to GCFMLD							

No Later Start Date: To purchase items: December 2026



City Council Staff Report

Date	August 20, 2026
Planning File Number	CDA-000050-2026
Request	Consideration of a Code Amendment application regarding electric charging stations for second reading of the
Applicant	City of Glenwood Springs
Owner	Not applicable (N/A)
Location	Applies citywide
Zone	Applies to all zone districts
Staff	Emery Ellingson, Senior Planner, Community and Economic Development

ACTION ITEM

According to Section 070.060.040(c)(1), the Code Amendment process allows for the review and approval of changes to the text of Title 070 of the *Glenwood Springs Municipal Code* (GSMC or Code) to respond to “...*changed conditions or changes in public policy, or to advance the general welfare of the City.*” Per Section 070.060.040(c)(3)d, the City Council (Council) “...*shall review the Code Amendment application and approve, approve with conditions, deny the amendment or remand it back to the Director or Planning Commission for further consideration.*”

Action 1 Code Amendment – Consideration of a Code Amendment application regarding electric charging stations for second reading of the Ordinance.

Planning and Zoning Commission Recommendation: Planning and Zoning Commission recommended approval of the proposed code amendments by a unanimous vote at the June 23, 2026 meeting.

BACKGROUND

Nationwide, the electric vehicle charging network continues to grow alongside electric vehicle (EV) sales. This growth has been accompanied by an increase in charging sites and

the need for clear regulations and guidance for the siting thereof. At the state level, the [2023 Colorado EV Plan](#) estimated that Colorado would need 7,500 additional charging ports by 2025 to meet demand. For this reason, the State of Colorado passed the Electric Vehicle Charging System Permits law ([HB-24-1173](#)) requiring any municipality with over 10,000 people or counties with 20,000 or more people as of the 2020 Federal Census to address electric charging stations within their permitting process. As of the 2020 Federal Census, the City of Glenwood Spring had a population of 9,963 which exempted the City from the requirements of HB-24-1173. However, staff has identified the need for a clear review and approval process for electric charging stations which has prompted this Code Amendment. For example, the most recent application for a charging station was processed via Special Use Permit under the “Parking as a Primary Use” use category per Table 030.1 of the Code. In order to improve this process, staff proposes various revisions to establish a clear process for electric charging station development based on the state’s *EV Charging Model Land Use Code (Model Code)*, including deviations when appropriate.

ANALYSIS

This section summarizes the proposed changes to Code and outlines where they differ from various standards outlined in the Model Code.

State of Colorado Model Code – Base Definitions

Jurisdictions must adopt these definitions to comply with Model Code. If similar terms are already defined in the jurisdictions’ existing land use Code, they may be used.

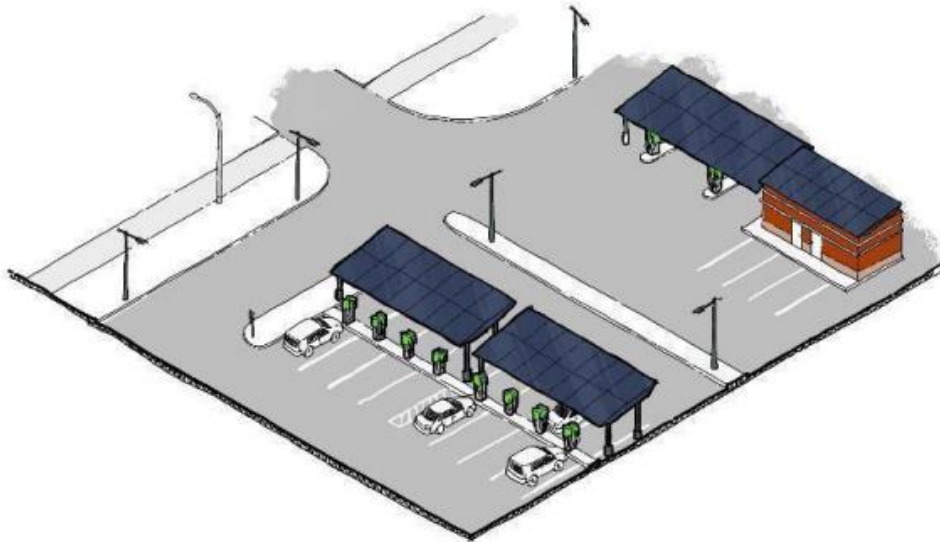
Providing clear and concise definitions is an integral part of any code. *GSMC Article 070.070 Rules of Construction and Definitions* lacks many definitions necessary for the regulation of electric charging stations. Staff recommends adding the following definitions which are not defined. Please see Exhibit A to see where these changes would be added in Code.

EV Charging Port: A power supply device that provides electrical current charging for EVs. One EV Charging Port provides power for one vehicle.

- ***Direct Current Fast Charging (DCFC):*** High speed charging that provides about 50-350+ kilowatts (kW) of power per hour and uses a 480 volt (V) three-phase outlet.
- ***Level 2 Charging:*** Mid-speed charging that provides about 7-19 kW of power per hour and uses a 240V outlet
- ***Level 1 Charging:*** Slow charging that provides about 1-2kW of power per hour and uses a 120V outlet.

EV Charging Project: A proposed development of Primary or Accessory EV Charging Stations and Equipment, which may include other supporting site improvements like landscaping, lighting, or weather protection.

Primary Use EV Charging Project: Any proposed development of DCFC EV Charging Stations and Equipment that serves as a primary land use on the Subject Property.



Example of a Primary Use EV Charging Project

Accessory Use EV Charging Project: A proposed development of DCFC Charging Stations and Equipment that are incidental and subordinate to the primary use on the Subject Property.



Example of an Accessory Use EV Charging Project

The definition of a Primary Use EV Charging Project and Accessory Use EV Charging Project is important because it can be used as a way to differentiate between the two in the land use process.

State of Colorado Model Code – Standard 1 Permit Applicability

Jurisdictions may only require land use permits for EV charging development that meets the definition of an “EV Charging Project” (and associated definitions for “Primary Use” and “Accessory Use” EV Charging Projects). Conversely, jurisdictions may not require a land use permit for other types of EV charging development (i.e. all Level 1 and Level 2 charging).

This standard specifies that the City cannot require a land use approval such as a Development Permit (i.e. Special Use Permit, Site and Architectural Plan Review, or similar) for a Level 1 and Level 2 charger. A municipality may require a building permit for Level 2 chargers, however since the City does not review nor issue review electrical permits, but rather the State of Colorado, staff does not recommend this requirement. The only way a building permit would be required for a Level 1 or Level 2 charger is if there was associated work such as framing, plumbing, or insulation that was affected or changed during the installation of a charger. Excepting a building permit, staff proposes no additional approvals or permits for Level 1 or Level 2 in all zone districts.

The state generally allows for the requirement of a land use review/approval (such as a Site and Architectural Plan or Final Plans) for either a Primary or Accessory Use EV Charging Project. The size and scope of a Primary or Accessory Use EV Charging Project would determine the appropriate land use review process.

State of Colorado Model Code – Standard 2 Permit Review Process

Jurisdictions must review land use permit applications for EV Charging Projects using the applicable permitting processes from the zoning district where projects are Proposed.

This standard states that the review process for an EV Charging project must be similar to other comparable land use applications. Staff proposes utilizing existing administrative process for review and approval of EV Charging Projects with the specific process dependent upon size and location of the project.

State of Colorado Model Code – Standard 3 Existing Primary Use Conformance Updates

Jurisdictions may not require existing land uses on the same subject property as a proposed Accessory Use EV charging project to make site improvements or otherwise conform with land use regulations, unless the existing land uses propose simultaneous changes to their use, structures, or site that would otherwise require such

conformance.

Staff intends to incorporate Accessory Use EV charging project in a timely, safe, and efficient manner in appropriate zone districts. Some existing nonconforming sites, however, may be in need of access, circulation, pedestrian, landscaping, etc. improvements to adequately accommodate an increase in traffic associated with these projects. Therefore, staff does not wish to add this exemption language to the Code.

State of Colorado Model Code – Standard 4 Regulation of Primary Use EV Charging Stations

Jurisdictions may apply existing regulations from their land use code (or develop new regulations) for Primary Use Charging Projects, so long as the regulations are no more restrictive to Primary Use EV Charging than those that apply to similar land uses, such as parking or commercial uses. Whether jurisdictions apply existing regulations or develop new regulations, they must define Primary Use EV Charging Projects as a land use and clarify which regulations apply to Primary Use EV Charging Projects.

Primary Use EV Charging regulations must also align with the Model Code base standards that apply to Primary Use EV Charging including Standards 6-7 (Parking), Standard 10 (Equipment), and Standard 12 (Electrical Equipment Safety)

This standard prohibits communities from regulating charging stations more strictly than other similar uses such as parking or commercial uses. This model language also requires that communities follow other applicable Primary Charging standards such as parking, equipment, and electrical supply. The proposed changes to the Code are less restrictive than similar land uses (i.e. parking as a primary use, automotive fuel stations, etc.) because the use generally is the subject of fewer impacts such as fumes, noise, traffic, etc.

State of Colorado Model Code – Standard 5 Permitted by Zoning District

Primary Use EV Charging Projects and Accessory Use EV Charging Projects shall be permitted as a use by right in all land use contexts, except for low-density housing land use contexts where they shall be permitted as a conditional use.

This standard allows for EV stations to be permitted as a use-by right with minor exceptions for low density housing, pedestrian oriented commercial, low density mixed use, medium density housing, and recreational zoning districts.

Staff is supportive of this policy subject to typical development standards per Section 070.040 of the Code. The table below shows the proposed amendments to Table 030.1 Table of Allowed Uses. This includes assigning parking requirements for the use at the rate of 1 parking space per charging port plus 1 per 400 square feet of retail and office area. The

requirement of 1 space per 400 square feet of building area is intended to create additional parking outside of charger ports for any project which adds building space. The primary charging station use is identified as requiring a Special Use Permit in zoning districts where the addition of a charging station may require additional review such as in low density residential zones and the mixed-use central core zoning district.

(f) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																	
P = permitted by right S = special use permit required Blank = use prohibited																	
Use Category	Districts →																
	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards
Vehicles and Equipment	Automotive fuel sales and service station							S		P	S	S	S	S	S		070.030.030(e)(18)
	Automotive parts and accessories sales							P	S	P	P		P	P			1 per 400 square feet
	Automotive repair shop							P			P		S	P			1 per 500 square feet, plus 3 per repair bay
	Automotive sales or leasing							S	S	S	P		P	P			070.030.030(e)(19)
	Automobile wash							S		S	S	S	S	S			1 per 300 square feet retail and office area, plus 3 stacking spaces per service lane and 1 stacking space per detailing bay if separate from wash bay/lane)
	<u>Primary Use Electric Vehicle (EV) Charging Project</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>1 per charging port, plus 1 per 400 square feet retail and office area</u>
	Parking as a principal use						S	S	S	S	S	S	S	S	S	S	No requirement
	Equipment sales and rental							P	S	S	P		P	P			1 per 300 square feet
	Mobile home sales							P			P			P			No requirement

Likewise, staff recommends following the Model Code's standard for Accessory Use EV Charging Stations adding them as a by-right use to nearly all the zoning districts. No additional parking is required since these chargers would be accessory to any existing use and off-street parking on the property. The table below shows the proposed amendments to Table 030.1 Table of Allowed Uses.

(f) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																	
P = permitted by right S = special use permit required Blank = use prohibited																	
Use Category	Districts →	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	
Use Type																	Use-Specific Standards
ACCESSORY USES																	
Accessory Use Electric Vehicle (EV) Charging Project		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	No requirement
Backyard chickens		P	P	P	P	P	P	P			P						070.030.040(d)(2) No requirement
Home occupation		P	P	P	P	P	P	P	P	P	P	P				P	070.030.040(d)(3) No requirement
Parking structure							S	S	S	S	S	S	S	S	P		No requirement
Portable storage containers								P		P	P	P	P	P	P		070.030.040(d)(4) No requirement
Solar energy system, small scale		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	No requirement
Warehousing								P		P	P	P	P	P	P		Based on demand study, see Subsection 070.040.060(c)(5)

State of Colorado Model Code – Standard 6 Parking Standards

Standard 6: Any parking space served by an EV Charging Port or any parking space used to site EV Charging Stations or Equipment must be counted toward applicable parking minimums as at least one standard automobile parking space.

This standard requires municipalities to count charging port parking towards minimum parking requirements. This is like how Code allows parking spaces at gas pumps to count towards the minimum requirement. The proposed parking requirements for electric charging stations matches current requirements for gas stations and meets this standard as it does not exclude charging port stations.

State of Colorado Model Code – Standard 7 Parking Standards

Standard 7: Any van-accessible parking space that is designated to accommodate a person in a wheelchair, is served by an EV Charging Port, and is not designated as parking reserved for a person with a disability under C.R.S. 42-4-1208 must be counted as at least two standard automobile parking spaces towards applicable parking minimums.

The intent of this standard is to provide extra flexibility for meeting required parking minimums. No similar parking bonus for a van accessible space exists in current Code and staff finds that the proposed parking requirements requiring 1 parking space per charger stations and 1 parking space per 400 square feet of office or retail is sufficient. Staff does not recommend any changes to meet this standard.

State of Colorado Model Code – Standard 8 Parking Standards

Standard 8: The design of parking spaces and parking access for all EV Charging Projects shall comply with the US Access Board Design Recommendations for Accessible Electric Vehicle Charging Stations or any applicable accessibility regulations issued by the federal Department of Justice or Department of Transportation, or in state statute.

Section 070.040.060 Off-Street Parking and Loading already requires *“that the number and design of accessible parking spaces shall be pursuant to the International Building Code as adopted in the Municipal Code and the American Disabilities Act, as amended”*. Staff finds that existing language in Code is sufficient.

State of Colorado Model Code – Standard 9 Setback Standard

For Accessory Use EV Charging Projects, EV Charging Stations and Equipment, and any required screening material, shall be permitted within designated setbacks of the subject property.

Code does not prohibit electric equipment such as a transformer and associated required screening from being located within a setback area. Code allows ground-mounted mechanical equipment to encroach up to five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line. Staff finds that it would be reasonable to allow both Accessory Charging Stations and Equipment to be allowed within a side or rear setback as long as the equipment was screened. Staff has proposed amending Table 020.20 to clarify that the setback exception applies to both electric and mechanical equipment as long as it complies with screening standards of Section 070.040.050 Landscaping, Screening, and Fencing.

- (6) *Exceptions to Setback Standards.* The features listed in Table 020.20 shall be permitted to project into the required setbacks of the applicable zoning district. The exceptions apply to all zoning districts unless otherwise stated.

Table 020.20: Authorized Exceptions to Setback Standards	
Accessibility ramps	May be located within required yards. Ramps shall be removed within three (3) months after the need for such ramp is removed. Ramps shall not be located in the public right-of-way without approval by the City.
Front porches and stoops	May encroach ten (10) feet into required front yard provided such porch or stoop is a minimum of sixty-five (65) percent open (including screens and/or windows) on the front and each side and is no closer than ten (10) feet from the front property line.
Ground-mounted solar panels	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line.
Ground-mounted mechanical, <u>electrical, and other utility</u> equipment	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line and the equipment complies with screening standards in Subsection 070.040.050(f), Screening, Fences, and Walls.
Roof eaves and other incidental architectural features	May encroach eighteen (18) inches into a required yard.
Storage sheds	In residential districts, storage sheds less than one hundred twenty (120) square feet in size may be placed up to, but not closer than three (3) feet from a rear or side property line provided they are not placed on a permanent foundation or over an easement.
Uncovered balconies and fire escapes	May encroach eighteen (18) inches into required side yard; four (4) feet into required front or rear yard.
Uncovered porches, slabs, patios, walks, and steps	May encroach into required yards by any amount provided all components of the encroachment are no greater than thirty (30) inches above ground level.
Retaining walls	May encroach by any amount into required front, rear, or side yards with the approval of the Public Works Director and City Engineer, provided that all other standards of this Code and the Engineering Standards related to retaining walls are met.

State of Colorado Model Code – Standard 10 Equipment Standard

The appearance, materials, and dimensions of EV Charging Stations and Equipment shall be determined by current EV Charging manufacturing standards and utility design standards

EV Charging Stations and Equipment are pre-manufactured and specific aesthetic or dimensional standards may complicate project approval. Design elements that go beyond functional needs of charging such as digital advertising screens or bright lighting could be regulated separately. Staff is not recommending any additional standards regarding the aesthetic, material, or dimensional standards of the charging equipment. Any signage or lighting placed upon a charging station would be subject to corresponding requirements in Code.

State of Colorado Model Code – Standard 11 Screening and Landscape

Jurisdictions are encouraged not to require screening for Accessory Use EV Charging Projects

Section 070.040.050 Landscaping, Screening, and Fencing already require that all mechanical and utility equipment be enclosed in an accessory structure or screened from public view using one (1) or a combination of the following:

- *Decorative wall, fence, or enclosure that is constructed of materials that are compatible with the overall architectural design of the development and of a height that is not less than the height of the equipment to be screened; or*
- *Landscaping that is of sufficient height at maturity and opacity to effectively soften and screen the equipment and that is integrated into the overall landscaping plan.*

Staff finds that charging equipment for an Accessory Charging Station is similar enough to all other mechanical and utility equipment which is required to be screened and therefore does not recommend any changes to meet this standard. Any charging equipment associated with an Accessory Charging Project would have to meet the existing screening requirements described in Code.

State of Colorado Model Code – Standard 12 Screening and Landscape

Jurisdictions may not require screening or landscaping to be located within the electrical equipment safety and access distances from national electric safety standards, including National Fire Protection Association (NFPA) standards, the National Electric Safety Code (NESC) and other relevant national safety standards.

Any proposed land use that includes electric infrastructure such as a transformer is already reviewed against these standards which means that the existing City process already meets this standard. In cases where proposed screening or landscaping contradicts these safety standards, the safety standards would prevail.

State of Colorado Model Code – Option Standard 13 Lighting

Charging Stations proposed as part of an EV Charging Project must be within the Horizontal Illuminance of on-site lighting, as defined in Code. Lighting may be provided by existing on-site lighting and/or by new lighting fixtures integrated into EV Charging Stations or Equipment or by new separate light fixtures.

Any new lighting that is part of a Charging Project would be subject to meeting the requirements of the corresponding Lighting District as described in *Section 070.040.100*

Exterior Lighting. Section 070.040.100(f)(8) Canopy Lighting for Automotive Fuel Sales and Service Station provides parameters for lighting of a gas station canopy. Staff recommends updating this section’s language to include both Primary EV and Accessory EV Charging Projects. Proposed changes shown below.

- (9) *Canopy Lighting for Automotive Fuel Sales and Service Stations* *Primary Use EV Charging Projects, and Accessory Use EV Charging Projects* . Canopies shall be illuminated so that the minimum horizontal illuminance at grade level is at least five (5) foot-candles. The maximum horizontal illuminance under canopies shall be twenty (20) foot-candles.
- a. Light fixtures mounted on canopies shall be installed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy or the fixture.
 - b. Lights shall not be mounted on the top or sides of the canopy. The sides (fascias) of the canopy shall not be illuminated for any purpose, with the exception of internally illuminated signage which shall comply with Subsection 070.040.110(g)(4)c., Internally Illuminated Signs.

APPROVAL CRITERIA

Section 070.060.040(c)(3)d.3 of the Code, outlines the approval criteria (listed in *italics* below) the Commission and City Council shall consider in the review of a Code Amendment application. Staff analysis of these criteria follows.

Approval Criteria GSMC 070.060.040(c)(3)d.3.i	Compliance Yes
<i>i. Is consistent with the Comprehensive Plan and other City policies;</i> Analysis: Numerous policies/actions outlined in the <i>2023 Glenwood Springs Comprehensive Plan Update</i> (Comp Plan) and the <i>2024 Energy and Climate Action Plan</i> (ECAP) outlined below address are directly or indirectly related to the Code Amendment. 2023 Glenwood Springs Comprehensive Plan Update Transportation and Mobility 4.11 Support the expansion of green transportation options 4.11.A Plan and incentivize EV and E-bike growth and operations 2024 Energy and Climate Action Plan Strategy T1.3 Adopt policies to expand availability of EV charging while reducing impacts of L3 charging on the City’s electric grid. Finding: Staff finds that the Code Amendment application complies with Section 070.060.040(c)(3)d.3.i of the Code as it is consistent with the Comp Plan and ECAP goals to plan for EV growth and operations.	

Approval Criteria 070.060.040(c)(3)d.3.ii	Compliance Yes
<i>ii. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;</i> Analysis: The proposed amendments align with existing provisions of the Code and do not conflict with any provisions of the GSMC. Finding: Staff finds that the Code Amendment application complies with Section 070.060.040(c)(3)d.3.ii of the Code as it does not conflict with the provisions thereof.	

Approval Criteria 070.060.040(c)(3)d.3.iii	Compliance Yes
<i>iii. Is necessary to address a demonstrated community need;</i> Analysis: As the use of electric vehicles continues to grow, so does the need for a consistent and clear set of regulations for the use. These amendments provide this. Finding: Staff finds that the Code Amendment application complies with Section 070.060.040(c)(3)d.3.iii of the Code by addressing a demonstrated community need.	

Approval Criteria 070.060.040(c)(3)d.3.iv	Compliance Yes
<i>iv. Is necessary to respond to substantial changes in conditions and/or policy; and</i> Analysis: These code amendments are necessary to respond to substantial changes in conditions and or/policy as the use of electric vehicles continues to grow and become more widespread. Finding: Staff finds that the Code Amendment application complies with Section 070.060.040(c)(3)d.3.iv of the Code as it responds to the substanstainal changes in conditions.	

Approval Criteria 070.060.040(c)(3)d.3.v	Compliance Yes
<i>v. Is consistent with the general purpose and intent of this Code.</i> Analysis: Staff finds that this Code Amendment is consistent with of the Code per Section 070.010.030 “...to protect the public health, safety, and welfare of the City and to implement the policies, goals, and strategies adopted by the City of Glenwood Springs,	

including those set forth in the Glenwood Springs Comprehensive Plan.” The proposal implements specific policies outlined in the Comp Plan while being directly related to the safety and general welfare of the City and intent of the Code to regulate “...the development and use of land based upon the impact of such development or use on surrounding areas or the City.”

Finding: Staff finds that the Code Amendment application complies with Section 070.060.040(c)(3)d.3.v as it consistent with the purpose and intent of the Code.

PUBLIC COMMENT

The Code Amendment was noticed in the *Glenwood Springs Post Independent* on August 7 and August 14 per the requirements of Section 070.060.030. To date, no public comment has been received.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION

Per Section 070.060.040(c)(3)d, the Council may approve, approve with conditions, deny the amendment, or remand the item back to the Director or the Planning Commission for further consideration.

Action 1 – Code Amendment – Consideration of a Code Amendment application regarding to electric charging stations.

Planning and Zoning Commission Recommendation

Planning and Zoning Commission recommended approval of the proposed code amendments by a unanimous vote at the June 23, 2026 meeting.

Suggested Motion to Approve

*I move to **approve** Planning File CDA-000050-2026,, incorporating staff’s findings, because the application meets the approval criteria for a Code Amendment.*

Suggested Findings:

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

Suggested Conditions:

None.

Alternative Motion to Deny

Any motion to deny the application shall include findings explaining which approval criteria have not been met. An example motion for denial is provided below.

*I move to **deny** of Planning File CDA-000050-2026 because the application does not meet the approval criteria for a Code Amendment specifically [ENTER APPLICABLE APPROVAL CRITERIA HERE].*

Motion to Continue

I move to continue consideration of Planning File CDA-000050-2026, to [ENTER SPECIFIC MEETING DATE HERE] to gather additional information necessary for a decision.

ORDINANCE NO. 18

SERIES OF 2026

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO,
AMENDING TITLE 070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE
REGARDING THE REGULATION AND PERMITTING OF ELECTRIC VEHICLE
CHARGING PROJECTS WITHIN THE CITY**

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

WHEREAS, Title 070 of the Municipal Code serves as the Development Code for the City; and

WHEREAS, Section 070.060.040(c) of the Code establishes a procedure for an amendment to the text of the Development Code; and

WHEREAS, in keeping with the Goals 4.11.A of the City’s Comprehensive Plan to plan and incentivize electric vehicle and electric bike growth and operations as well as Strategy T1.3 of the City’s Energy and Climate Action Plan to adopt policies to expand availability of electric vehicle charging while reducing impacts on the City’s electric grid; and

WHEREAS, Section 070.060.040(c)(3)e.1. of the Code establishes that public noticing shall be in accordance with Section 070.060.030(f)(3)a.1 and 2; and

WHEREAS, notice regarding the consideration of the application by the Glenwood Springs Planning and Zoning Commission (the “Commission”) on June 23, 2026 was published in the *Glenwood Springs Post Independent* on June 12 and June 19, 2026; and

WHEREAS, at its regular meeting on June 23, 2026, the Commission recommended approval of the Code Amendment to the Development Code as set forth in Exhibits A - E; and

WHEREAS, notice regarding the consideration of the application by the Glenwood Springs City Council (“Council”) on August 20, 2026 was published in the *Glenwood Springs Post Independent* on August 7 and August 14, 2026; and

WHEREAS, at its regular meetings on August 20, 2026, City Council received and considered the recommendations of the Planning and Zoning Commission, comments and recommendations from City staff, and testimony from the public; and

WHEREAS, the City Council desires to amend Section 070.020.200, Section

070.030.020, Section 070.040.100, Section 070.070.020, and Section 070.070.030 of the Glenwood Springs Municipal Code; and

WHEREAS, the City Council finds and declares that the amendments to the Municipal Code as set forth in **Exhibit A** are proper in light of the needs and desires of the City, are consistent with the approval criteria outlined in Section 070.060.040(c)(3)d.3 of the Code.

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

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

Section 2. Section 070.020.200, Section 070.030.020, Section 070.040.100, Section 070.070.020, and Section 070.070.030 of the Glenwood Springs Municipal Code are hereby amended as set forth in Exhibit A-E attached hereto.

Section 3.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS ____ DAY OF _____ 2026.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Marco Dehm, Mayor

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS ____ DAY OF _____ 2026.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Marco Dehm, Mayor

Ryan Muse, City Clerk

EXHIBIT A

Language which is ~~struck through~~ is proposed to be removed

Language which is underlined is proposed to be added.

070.040.100 Exterior Lighting.

...

(f) *General Lighting Requirements for All Lighting Districts.*

**

**

(9) *Canopy Lighting for Automotive Fuel Sales and Service Stations, Primary Use EV Charging Projects, and Accessory Use EV Charging Projects* . Canopies shall be illuminated so that the minimum horizontal illuminance at grade level is at least five (5) foot-candles. The maximum horizontal illuminance under canopies shall be twenty (20) foot-candles.

- a. Light fixtures mounted on canopies shall be installed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy or the fixture.
- b. Lights shall not be mounted on the top or sides of the canopy. The sides (fascias) of the canopy shall not be illuminated for any purpose, with the exception of internally illuminated signage which shall comply with Subsection 070.040.110(g)(4)c., Internally Illuminated Signs.

EXHIBIT B

Language which is ~~struck through~~ is proposed to be removed

Language which is underlined is proposed to be added.

070.070.020 Definitions of Use Categories and Specific Use Types.

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(c) *Commercial Uses.*

**

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- (14) *Vehicles and Equipment.* Uses in this category include a broad range of uses for the maintenance, sale, or rental of motor vehicles and related equipment. Accessory uses may include incidental repair and storage and offices.

**

**

i. ~~Primary Use Electric Vehicle Charging Project. Any proposed development of a direct current fast current (DCFC) electric vehicle (EV) charging stations and equipment that serves as the primary function and land use on the subject property.~~

(e) *Accessory Uses and Structures.*

(1) ~~Accessory Use Electric Vehicle Charging Project. A proposed development of direct current fast charging (DCFC) electric vehicle (EV) charging stations and equipment that are incidental and subordinate to the primary use on the subject property.~~

(2)(1) ~~Backyard Chickens.~~ The non-commercial keeping, raising, and/or housing of chicken hens as an accessory use of property.

(3)(2) ~~Home Occupation.~~ A business, occupation, or activity undertaken for compensation within a residence in a residential zoning district and that is incidental to the use of that structure as a dwelling unit. A home occupation shall not be interpreted to include the following uses: Kennels, veterinary clinics, pet animal breeding operations; medical clinics, dental clinics, hospitals; restaurants, clubs, drinking establishments; motor or recreational vehicle repair, storage rental, painting, or wrecking; adult entertainment establishments; undertaking or funeral parlors; on-site retail sales of items made or produced off-site; or marijuana businesses.

(4)(3) ~~Portable Storage Container.~~ Any temporary, transportable, movable or portable container which is delivered to and placed outdoors on private property for storage purposes. A portable storage container does not include a refuse container.

(5)(4) ~~Parking Structure.~~ A structure below and/or above grade, constructed and used for the temporary parking or motor vehicles.

(6)(5) ~~Solar Energy System, Small-Scale.~~ A roof, ground, or wall mounted device and/or system that collects and converts the sun's radiant energy into thermal, chemical, mechanical, or electrical energy. Net

Metered Residential solar systems are limited to an installed capacity of ten (10) KW. Net Metered Commercial solar systems are limited to an installed capacity of twenty-five (25) KW.

EXHIBIT C

Language which is struck through is proposed to be removed

Language which is underlined is proposed to be added.

070.070.030 All Other Terms Defined.

...

Electric Vehicle Charging Port. A power supply device that provides electrical current charging for electric vehicles. One electric vehicle charging port provides power for one vehicle and are classified into the following categories:

- a) Direct Current Fast Charging (DCFC). High speed charging that provides about 50-350 kW of power per hour and uses a 480V three-phase outlet.
- b) Level 2 Charging. Mid-speed charging that provides about 7-19 kW of power per hour and uses a 240V outlet.
- c) Level 1 Charging. Slow charging that provides about 1-2 kW of power per hour and uses a 120V outlet.

Electric Charging Project. A proposed development of Primary or Accessory Electric Vehicle Charging Stations and Equipment, which may include other supporting site improvements like landscaping, lighting, or weather protection.

EXHIBIT D

Language which is ~~struck through~~ is proposed to be removed

Language which is underlined is proposed to be added.

Section 070.020.200 Measurements and Exceptions

...

- (6) *Exceptions to Setback Standards.* The features listed in Table 020.20 shall be permitted to project into the required setbacks of the applicable zoning district. The exceptions apply to all zoning districts unless otherwise stated.

Table 020.20: Authorized Exceptions to Setback Standards	
Accessibility ramps	May be located within required yards. Ramps shall be removed within three (3) months after the need for such ramp is removed. Ramps shall not be located in the public right-of-way without approval by the City.
Front porches and stoops	May encroach ten (10) feet into required front yard provided such porch or stoop is a minimum of sixty-five (65) percent open (including screens and/or windows) on the front and each side and is no closer than ten (10) feet from the front property line.
Ground-mounted solar panels	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line.
Ground-mounted mechanical, <u>electrical, and other utility</u> equipment	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line and the equipment complies with screening standards in Subsection 070.040.050(f), Screening, Fences, and Walls.
Roof eaves and other incidental architectural features	May encroach eighteen (18) inches into a required yard.
Storage sheds	In residential districts, storage sheds less than one hundred twenty (120) square feet in size may be placed up to, but not closer than three (3) feet from a rear or side property line provided they are not placed on a permanent foundation or over an easement.
Uncovered balconies and fire escapes	May encroach eighteen (18) inches into required side yard; four (4) feet into required front or rear yard.
Uncovered porches, slabs, patios, walks, and steps	May encroach into required yards by any amount provided all components of the encroachment are no greater than thirty (30) inches above ground level.
Retaining walls	May encroach by any amount into required front, rear, or side yards with the approval of the Public Works Director and City Engineer, provided that all other standards of this Code and the Engineering Standards related to retaining walls are met.

EXHIBIT E

Language which is ~~struck through~~ is proposed to be removed

Language which is underlined is proposed to be added.

070.030.020 Table of Allowed Uses.

...

(f) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
	Districts →																	
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
RESIDENTIAL USES																		
Household Living	Dwelling, live-work						P	P	P	P	P	P	P	P			070.030.030(c)(2)	1 per dwelling unit
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit
	Dwelling, two-family		S	S	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit
	Mobile home park					S	S	S			P						070.030.030(c)(3)	1 per dwelling unit
	Accessory dwelling unit	P	P	P	P	P	P	P	P		P	P				S	070.030.040(d)(1)	1 per unit
Group Living	Convalescent or nursing home					S	S	P	P		P	P			P			1 per 3 beds
	Personal care boarding home	S	S	S	S	S	S	S	S		S	S			S	S	070.030.030(c)(4)	2 per dwelling unit
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Community and Cultural Facilities	Assembly	S	S	S	S	S	S	P	P		P	P	P		P	S		1 per 250 square feet
	Civic facility		S	S	S	S	S	P	P	P	P	P	P	P	P			1 per 300 square feet
	Club or lodge						S	P	P	P	P	P						1 per 300 square feet

	Community centered board facility						P											Based on demand study, see Subsection 070.040.060(c)(5)
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center, large	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child care center, small	S	S	S	S	P	P	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Family child care home	P	P	P	P	P	P	P	P	P	P	P			P		070.030.030(d)(2)	per required residential use
Educational Facilities	School	S	S	S	S	S	S	P	P	P	P	P	S		P	S		High school: 4 per classroom All others: 1.5 per classroom
Health Care Facilities	Hospital						P	P	P	P	P				P			1 per 400 square feet
	Medical or dental clinic						P	P	P	P	P	P		P	P			1 per 250 square feet
Parks and Open Space	Park, playground, and open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		No requirement
Transit Uses	Transit stop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Based on demand study, see Subsection 070.040.060(c)(5)
	Transit terminal or station							S	P	P	P		P	P	P			Based on demand study, see Subsection 070.040.060(c)(5)
COMMERCIAL USES																		
Agriculture and Animal-Related Services	Commercial farming, animal husbandry, and plant husbandry	S													P			No requirement
	Community garden	P	P	P	P	P	P	S	S	S	S	S			S	P		No requirement
	Kennel							S			S		S	S			070.030.030(e)(1)	1 per 1,000 square feet
	Sale of produce or plants raised	P	P	P	P	P	P	P	P	S	P	S	P	P	S	S	070.030.030(e)(2)	No requirement

	on premises (excluding marijuana uses)																	
	Veterinarian hospital or clinic							S	S	S	S	S	P	P	P		070.030.030(e)(3)	1 per 250 square feet
Adult Entertainment Establishments	Adult entertainment establishment													S			070.030.030(e)(4)	1 per 200 square feet
Food and Beverage Establishments	Bar, lounge, or tavern							S	P	P	P	P	P	P		S	070.030.030(e)(5)	1 per 200 square feet
	Microbrewery, distillery, or winery								P	P	P	P	P	P		S	070.030.030(e)(6)	1 per 200 square feet seating/tasting area, plus 1 per 500 square feet production area
	Restaurant							S	P	P	P	P	S	P		S		1 per 200 square feet
	Restaurant, with drive-through								S		S	S	S			S		1 per 200 square feet
Funeral and Interment Services	Cemetery						S	S	S	S	S	S	P	P	P			1 per 400 square feet of building area
	Funeral home, columbarium, crematorium, or mortuary						S	S	S	S	S	S	P	P	P			1 per 250 square feet
Lodging Facilities	Accessory tourist rental	P	P	P	P	P	P	P	P	P	P	P				P	070.030.030(e)(7)	Per residential use standards
	Bed and breakfast	S	S	S	S	P	P	P	P	P	P	P				S	070.030.030(e)(8)	1 space per guest room, plus 1 space for the owner/manager
	Boarding house						S	S	P	P	P	P	S			S		1 space per guest room, plus 1 space for the owner/management
	Hotel, motel, hostel, or lodge							S	P	P	P	P	P			S		1 space per guest room
	Short-term rental	P	P	P	P	P	P	P	P	P	P	P				P	070.030.030(e)(9)	Per residential use standards
	Extended stay hotel							S	P	P	P	P	P				070.030.030(e)(10)	1 space per guest room

Marijuana Businesses	Medical marijuana business, excluding cultivation							S	S	S	S			S			070.030.030(e)(11)	1 per 300 square feet
	Retail marijuana business, excluding cultivation							S	S		S			S			070.030.030(e)(12)	1 per 300 square feet
Office, Business, and Professional Services	Administrative, professional, or government office					P	P	P	P	P	P	P	P	P	P			1 per 300 square feet
	Bank or financial institution					P	P	P	P	P	P	P	P	P	P		070.030.030(e)(13)	1 per 300 square feet
	Natural medicine center						S	S	S	S	P	P		P	P		070.030.030(e)(20)	1 per 400 square feet
	Printing and copying establishment						S	P	P	P	P	P	P	P	P			1 per 400 square feet
Personal Services	Commercial laundry and dry cleaning										P		P	P				1 per 400 square feet
	Personal service, general <1,500 sq. ft.						P	P	P	P	P	P	P	P	P		070.030.030(e)(14)	1 per 400 square feet
	Personal service, general ≥1,500 sq. ft.						S	P	P	P	P	P	S	S	S		070.030.030(e)(14)	1 per 400 square feet
	Self-service laundry						S	P	P	P	P	P	P	P	P			1 per 400 square feet
Recreation and Entertainment, Indoor	Indoor recreation facility					S	S	P	P	P	P	P	P	P	P			1 per 400 square feet
Recreation and Entertainment, Outdoor	Commercial outdoor recreation use	S	S	S	S	P	P	P	P	P	P	P	P	P	P	S		1 per 400 square feet building area, plus 1 per 10,000 square feet site area
	Commercial outdoor							S	S	S	S	S	S	S	S	S		Based on demand study, see

	recreation-concentrated																Subsection 070.040.060(c)(5)
	Golf course or country club	P	P	P							P				S		4 per hole, plus 1 per 250 square feet clubhouse area
	Recreational vehicle park					S	S	S	S		S				S	070.030.030(e)(15)	
Retail Sales	Building materials and supply store							P	P	P	P		P	P			1 per 400 square feet
	Convenience store							P	P	P	P	P	S	S	S		1 per 300 square feet
	Flea market or swap meet							S			P	P					Based on demand study, see Subsection 070.040.060(c)(5)
	Grocery store							P	P	P	P	P					1 per 300 square feet
	Liquor store							P	P	P	P					070.030.030(e)(16)	1 per 300 square feet
	Lumber yard										P		P	S			Based on demand study, see Subsection 070.040.060(c)(5)
	Pawn shop							P	P	P	P						1 per 300 square feet
	Retail, general <1,500 sq. ft.						P	P	P	P	P	P	S	P	S	070.030.030(e)(17)	1 per 400 square feet
	Retail, general >1,500 sq. ft.						S	P	P	P	P	P	S	P	S	070.030.030(e)(17)	1 per 300 square feet
	Retail, shopping center							P	S	P	S	S		S			1 per 300 square feet
Vehicles and Equipment	Automotive fuel sales and service station							S		P	S	S	S	S	S	070.030.030(e)(18)	1 per fueling pump, plus 1 per 400 square feet retail and office area
	Automotive parts and accessories sales							P	S	P	P		P	P			1 per 400 square feet
	Automotive repair shop							P			P		S	P			1 per 500 square feet, plus 3 per repair bay

	Automotive sales or leasing							S	S	S	P		P	P			070.030.030(e)(19)	1 per 500 square feet sales area, plus 2 per repair bay
	Automobile wash							S		S	S	S	S	S				1 per 300 square feet retail and office area, plus 3 stacking spaces per service lane and 1 stacking space per detailing bay if separate from wash bay/lane)
	<u>Primary Use Electric Vehicle (EV) Charging Project</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>1 per charging port, plus 1 per 400 square feet retail and office area</u>
	Parking as a principal use						S	S	S	S	S	S	S	S	S	S		No requirement
	Equipment sales and rental							P	S	S	P		P	P				1 per 300 square feet
	Mobile home sales							P			P			P				No requirement
INDUSTRIAL USES																		
Industrial Services	Airport/ aviation-related business												S					Based on demand study, see Subsection 070.040.060(c)(5)
	Asphalt or concrete batch plant												P					Based on demand study, see Subsection 070.040.060(c)(5)
	Motor or rail freight terminal												S	S				Based on demand study, see Subsection 070.040.060(c)(5)
	Natural resource extraction or processing												S					Based on demand study, see Subsection 070.040.060(c)(5)
	Printing or publishing facility							S	S		P		P					1 per 300 square feet office and retail area, plus 1 per

								P	P	P	P		P	P	P			1,000 square feet all other building area
	Research and development facility							P	P	P	P		P	P	P			1 per 300 square feet office and retail area, plus 1 per 1,000 square feet all other building area
Manufacturing and Production	Brewery or bottling plant							P	S	S	P	S	P	P	S		070.030.030(f)(1)	Based on demand study, see Subsection 070.040.060(c)(5)
	Fabrication, manufacturing, and testing facility							S	S	S	S	S	S	P			070.030.030(f)(2)	Based on demand study, see Subsection 070.040.060(c)(5)
	Food processing and packing plant												P	S				Based on demand study, see Subsection 070.040.060(c)(5)
	Craft manufacturing								P	P	P	P	P	P	P			
Marijuana Businesses	Marijuana cultivation, with or without retail or medical business													S			070.030.030(f)(3)	1 per 1,000 square feet storage, warehousing, and distribution area, plus 1 per 35 square feet manufacturing, assembly, packing, preparation, plus 1 per 300 square feet for retail sales and office area
Natural Medicine Business	Natural medicine cultivation facility							S			P			P			070.030.030(e)(20)	1 per 1,000 square feet
	Natural medicine products manufacturer							S			P			P			070.030.030(e)(20)	1 per 1,000 square feet
	Natural medicine testing facilities							S			P			P			070.030.030(e)(20)	1 per 1,000 square feet

Storage and Warehousing	Bulk materials or machinery storage												P					Based on demand study, see Subsection 070.040.060(c)(5)
	Contractor offices and equipment storage yards							P				P		P	P			1 per 400 square feet of building area used as office
	Mini-warehouse or storage							S				P		P	S		070.030.030(f)(4)	3 spaces, plus 1 per resident caretaker
	Storage of hazardous liquids and gasses											S		S	S			070.030.030(b)(2)
	Warehousing											P		P	S			Based on demand study, see Subsection 070.040.060(c)(5)
Waste and Salvage	Salvage yard														S			Based on demand study, see Subsection 070.040.060(c)(5)
Utilities	Commercial television, radio, or microwave tower												S	S				No requirement
	Geothermal heat exchange						P	P	P	P	P	P	P	P	P	P		No requirement
	Solar energy system, large scale ground mounted						S	S	S	S	S	S	S	S	S	S	070.030.030(f)(5)	No requirement
	Solar energy system, large scale roof mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(f)(5)	No requirement
	Wastewater treatment facility											S				S		No requirement
	Wind power generation tower							S		S	S	S	S	S	S			No requirement
WIRELESS COMMUNICATION FACILITIES																		

	Alternative tower structure in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Alternative tower structure not in right-of-way	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
	Base station in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Base station not in right-of-way	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
	Eligible facilities request	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Small cell facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
ACCESSORY USES																		
	<u>Accessory Use Electric Vehicle (EV) Charging Project</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>No requirement</u>
	Backyard chickens	P	P	P	P	P	P			P							070.030.040(d)(2)	No requirement
	Home occupation	P	P	P	P	P	P	P	P	P	P					P	070.030.040(d)(3)	No requirement
	Parking structure						S	S	S	S	S	S	S	P				No requirement
	Portable storage containers						P		P	P	P	P	P	P			070.030.040(d)(4)	No requirement
	Solar energy system, small scale	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		No requirement
	Warehousing							P		P	P	P	P	P	P			Based on demand study, see Subsection 070.040.060(c)(5)
TEMPORARY USES																		
	Temporary sales and structures					P	P	P	P	P	P	P	P	P	P			Determined at time of temporary use permit.
	Temporary special event							P	P	P	P	P	P	P	P			070.030.050(e)

MINUTES
City of Glenwood Springs Planning and Zoning Commission
Regular Meeting
June 23, 2026
Council Chambers, First Floor
101 W. 8TH STREET 6:00 PM

1. Roll Call

Present: Chairman Peter Waller, Kyle Jones, Patrick Corcoran, Amy Connerton, John Houghton, Connie Geiman.

Also Present: Economic and Community Development Director Trent Hyatt, Senior Planner Emery Ellingson, Permit Technician Joel Asplund, and City Attorney Karl Hanlon.

Conflicts of Interest

No conflicts of interest were declared.

2. Receipt of the Minutes

a. May 26, 2026 Meeting Minutes

Motion: Councilor Amy Connerton made the motion to approve the meeting minutes for May 26, 2026, and Commissioner Kyle Jones seconded the motion.

Commissioner Comments: None

Outcome: Motion was approved unanimously by digital voting system.

3. Comments from citizens for items not appearing on the agenda

No public comments offered in person or online.

4. New Items

a. APPEAL-000029-2026 319 Park Drive Short Term Rental

Presenter: Applicant **Cindy Svatos** accompanied by her attorney **Sherry Caloia**

Cindy Svatos explained that she applied for and maintained a short-term rental (STR) permit for her property on Park Drive but was denied renewal because she had not rented the unit or paid lodging taxes. She argued that the municipal code did not require an STR to be rented in order to maintain a permit, only that any required taxes be paid which she had filed monthly as zero. Cindy also described significant medical challenges that prevented her from hosting guests during the period in question.

Sherry Caloia clarified the applicant's position that the ordinance does not state any requirement to rent the property, only to pay applicable taxes. She argued that the city's interpretation was incorrect, that Cindy complied with the written ordinance, and that if the

Motion:

Motion was withdrawn by **Commissioner Amy Connerton**, and second was withdrawn by **Commissioner Kyle Jones**.

Motion to continue planning item b. CDA-000049-2026 Code Amendment Short Term Rental and Accessory Tourist Rental to Jul 28th, 2026, Planning and Zoning Commission Meeting was made by **Commissioner Connie Geiman** and Seconded by **Commissioner Patrick Corcoran**.

Outcome: Continuation was approved unanimously by hand vote.

c. CDA-000050-2026 Code Amendments Electric Vehicle Charging Stations**Presenter: Senior Planner Emery Ellingson**

Senior Planner Emery Ellingson presented proposed amendments to Article 070 of the Municipal Code to establish clear definitions, land-use standards, and review procedures for electric vehicle (EV) charging stations. The purpose of the amendments is to fill current regulatory gaps, provide clarity for applicants and staff, and support growing EV demand within Glenwood Springs. While based loosely on the State of Colorado's Model Land Use Code for EV infrastructure, the proposed changes adapt those standards to local conditions and existing code structure.

Key points of the presentation included:

- The city currently lacks clear regulations for EV charging stations, and recent applications highlight the need for defined use categories and review procedures
- The State's Model Land Use Code was used as a template, but staff tailored the proposed standards to local needs; adoption of the state model is not required.
- New definitions clarify primary versus accessory charging uses and distinguish Levels 1, 2, and 3 chargers.
- EV charging facilities will use existing land-use review processes
 - Primary charging uses allowed by right in most commercial and industrial zones, with a special use permit required in low-density residential areas, and prohibited in the M2 downtown district.
 - Accessory chargers allowed in all zoning districts when paired with a primary use.
 - • Existing parking, ADA, lighting, and signage requirements will apply; staff does not recommend adopting the model code's double-counting parking provision.
 - • Screening requirements for mechanical/electrical equipment would extend to EV charging infrastructure, consistent with current practices.

Commission Questions & Discussion Included:

- **Commissioner John Houghton:** If you have a parking lot as principal use in the M2 zoning district can you have Electric Vehicle or EV charging as accessory use, and what is the threshold where parking is no longer the primary use?
 - **Staff response:** You make a good point, it can be difficult to determine when a large number of accessory chargers effectively turns a site into a primary charging use, and no clear threshold has been established. Allowing EV chargers as a primary use with a Special Use Permit could add more flexibility in these scenarios and allow the commission an opportunity to evaluate these on a case-by-case basis.
- **Commissioner Amy Connerton:** Can you elaborate more on screening?
 - **Staff response:** Screening requirements apply only to the supporting electrical equipment such as transformers or generators not the charging units themselves. Charging stations must remain visible for users, while associated equipment can be screened with fencing or landscaping where appropriate
 - **Staff response:** It is also worth noting that we work closely with our utility department on these types of permits. With some of these charging stations, estimated to draw as much as 50% of what is generally used by the entire city when used at a full capacity.
- **Commissioner Connie Geiman:** Are these uses only limited to private property, and how would parking in these spaces be enforced?
 - **Staff response:** No, if the city wanted to put in charging stations these uses in zoning district would still apply. As for enforcement these spots are treated in a similar way as handicap parking in limitations and fees; if a vehicle is not actively charging, it can be ticketed.
- **Chair Peter Waller:** How do drivers find and distinguish between primary and accessory chargers on charging maps?
 - **Staff response:** modern EVs and charging apps categorize chargers by level, distance, availability, and whether they are in use, allowing drivers to select the type they need.
- **Chair Peter Waller:** Would lighting or digital displays on chargers be regulated, especially if they include bright screens or advertisements?
 - **Staff response:** Sign and lighting codes would apply. While the state's model code discourages regulating "out-of-the-box" equipment, the city will still regulate anything that functions as signage or excessive lighting. Large video boards or promotional screens would be subject to these rules as well.

Public Comment: None

Motion: Commissioner John Houghton made the motion to approve CDA-000050-2026 Code Amendment Electric Vehicle Charging Stations with the amendment to allow EV charging as a primary use with a Special Use Permit in the M2 Zoning district and Commissioner Patrick Corcoran seconded the motion.

Commissioner Comments: None

Outcome: Motion was approved unanimously.

5. Commissioner Comments:

- **Commissioner Kyle Jones:** Is there any interest in discussing the use of E-Bikes?
 - **Staff response:** It would likely be reviewed by council and not this commission since it doesn't touch the scope of the development code.
- **Commissioner John Houghton:** I would like to hear from the director during his comments how the discussion of parking minimums went during the last work session, and if any projects will be starting soon?
- **Commissioner Connie Geiman:** Can we require or improve education for short-term rental guests about properly using bear-proof trash cans and local trash rules? I keep seeing STR visitors putting trash out early or not locking bear cans correctly because they don't know our local requirements.
 - **Staff Response:** This is a recurring issue, especially during peak wildlife season. The most effective approach is letting us know the specific address when it happens. We then contact the property owner who is responsible for their guests and warn them that continued violations will result in fines issued to them, not the renters. Owners typically correct the problem quickly once fines are involved.

6. Director Comments

Community Development Director Trent Hyatt:

- The Mountain Goat has been issued a certificate of occupancy or CO and is not waiting on any actions from the building department for business to start.
- Mi Mexico was issued a temporary certificate of occupancy or TCO and has opened to the public.
- Coloradough gets a weekly list from the building department on what is needed to keep their permit moving forward. We want them to open and are doing what we can inside our control.
- The parking discussion mostly revolved around the GID. Would any commissioners be interested in joining a sub-committee of the transportation commission and the downtown development authority or DDA?
 - Commissioner John Houghton agreed to join
- Canyon Vista no new news which can be discouraging
- Next meeting we will revisit STRs and a variance application

7. Adjournment Meeting adjourned at 8:41PM.



CDA-000050-2026

Code Amendment
Electric Charging Stations

August 20, 2026 City Council Meeting

Emery Ellingson, Community and Economic Development

Action Item 1

- Action Item 1
 - Consideration of a Code Amendment application regarding electric charging stations.
 - Planning and Zoning Commission recommended approval of the proposed code amendments by a unanimous vote at the June 23, 2026 meeting.



BACKGROUND

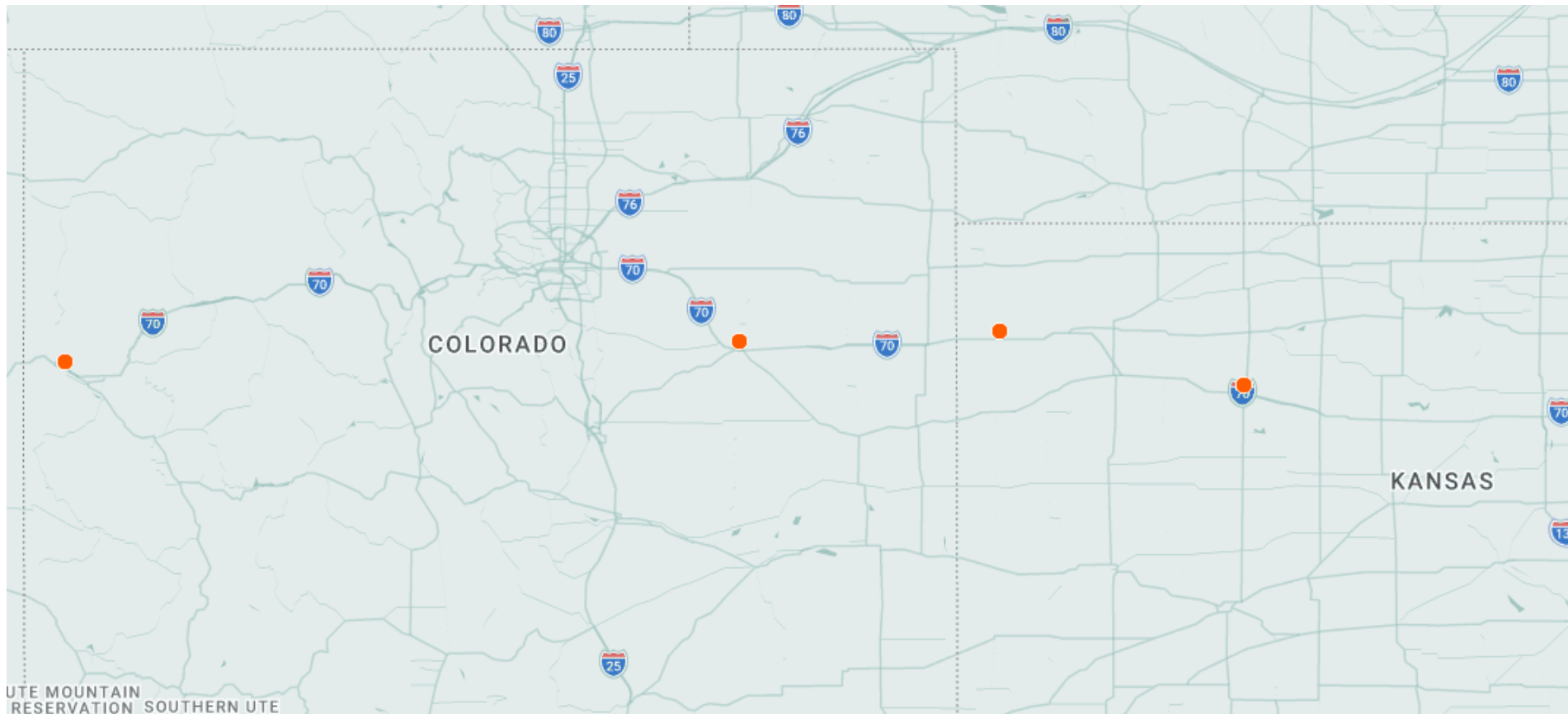
- Lack of specific guidance and regulation
 - Tesla Special Use Permit (approved as "Parking as a primary use")
 - Other interested companies



Electrify America Charging Station, Glenwood Meadows

BACKGROUND

- Growth of Electric Vehicles
 - I-70 Corridor



Locations of IOANNA electric charging stations

Colorado Model Code



Colorado Electric Vehicle Charging Model Land Use Code & Guidance

*Prepared by the Colorado Energy Office
in compliance with HB24 -1173*

- Identifies standards and definitions.
- Any community with less than 10,000 population by 2020 US Census are exempted.
- City is exempt from these requirements.

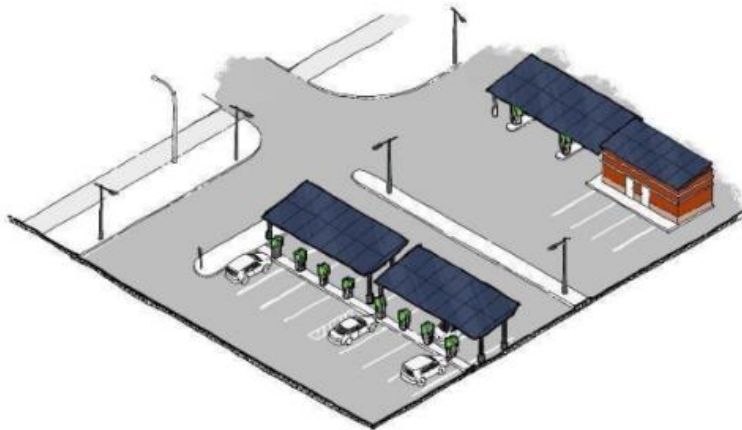


Definitions

State of Colorado Model Code – Base Definitions

Jurisdictions must adopt these definitions to comply with Model Code. If similar terms are already defined in the jurisdictions' existing land use Code, they may be used.

Primary Use EV Charging Project: Any proposed development of DCFC EV Charging Stations and Equipment that serves as the primary function and land use on the Subject Property.



Accessory Use EV Charging Project: A proposed development of DCFC Charging Stations and Equipment that are incidental and subordinate to the primary use on the Subject Property.



Definitions

EV Charging Port: A power supply device that provides electrical current charging for EVs. One EV Charging Port provides power for one vehicle.

- **“Direct Current Fast Charging (DCFC):** High speed charging that provides about 50-350+ kW of power per hour and uses a 480V three-phase outlet
- **Level 2 Charging:** Mid-speed charging that provides about 7-19 kW of power per hour and uses a 240V outlet
- **Level 1 Charging:** Slow charging that provides about 1-2kW of power per hour and uses a 120V outlet.

Levels of EV Charging



Level 1

VOLTAGE

120V 1–Phase AC

AMPS

12–16 Amps

CHARGING LOADS

1.4 to 1.9 KW

CHARGING TIME

3–5 Miles of Range Per Hour

PRICE PER MILE

2¢–6¢ per mile



Level 2

VOLTAGE

208V or 240V 1–Phase AC

AMPS

12–80 Amps (Typ. 32 Amps)

CHARGING LOADS

2.5 to 19.2 KW (Typ. 7 KW)

CHARGING TIME

10–20 Miles of Range Per Hour

PRICE PER MILE

2¢–6¢ per mile



Level 3 (DC Fast Charge)

VOLTAGE

208V or 480V 3–Phase AC

AMPS

<125 Amps (Typ. 60 Amps)

CHARGING LOADS

<90 KW (Typ. 50 KW)

CHARGING TIME

80% Charge in 20–30 Minutes

PRICE PER MILE

12¢–25¢ per mile

Standard #1

State of Colorado Model Code – Standard 1 Permit Applicability

Jurisdictions may only require land use permits for EV charging development that meets the definition of an “EV Charging Project” (and associated definitions for “Primary Use” and “Accessory Use” EV Charging Projects). Conversely, jurisdictions may not require a land use permit for other types of EV charging development (i.e. all Level 1 and Level 2 charging).

Levels of EV Charging

		
Level 1	Level 2	Level 3 (DC Fast Charge)
VOLTAGE 120V 1–Phase AC	VOLTAGE 208V or 240V 1–Phase AC	VOLTAGE 208V or 480V 3–Phase AC
AMPS 12–16 Amps	AMPS 12–80 Amps (Typ. 32 Amps)	AMPS <125 Amps (Typ. 60 Amps)
CHARGING LOADS 1.4 to 1.9 KW	CHARGING LOADS 2.5 to 19.2 KW (Typ. 7 KW)	CHARGING LOADS <90 KW (Typ. 50 KW)
CHARGING TIME 3–5 Miles of Range Per Hour	CHARGING TIME 10–20 Miles of Range Per Hour	CHARGING TIME 80% Charge in 20–30 Minutes
PRICE PER MILE 2¢–6¢ per mile	PRICE PER MILE 2¢–6¢ per mile	PRICE PER MILE 12¢–25¢ per mile

Standard #2

State of Colorado Model Code – Standard 2 Permit Review Process

Jurisdictions must review land use permit applications for EV Charging Projects using the applicable permitting processes from the zoning district where projects are Proposed.

- Cannot single out EV uses in a special way, must be permitted under existing approval framework
- Using existing land use processes



Standard #3

State of Colorado Model Code – Standard 3 Existing Primary Use Conformance Updates

Jurisdictions may not require existing land uses on the same subject property as a proposed Accessory Use EV charging project to make site improvements or otherwise conform with land use regulations, unless the existing land uses propose simultaneous changes to their use, structures, or site that would otherwise require such conformance.

- Staff recommends no additional code language and using Code's existing non-conformity language.



Standard #4

State of Colorado Model Code – Standard 4 Regulation of Primary Use EV Charging Stations

Jurisdictions may apply existing regulations from their land use code (or develop new regulations) for Primary Use Charging Projects, so long as the regulations are no more restrictive to Primary Use EV Charging than those that apply to similar land uses, such as parking or commercial uses. Whether jurisdictions apply existing regulations or develop new regulations, they must define Primary Use EV Charging Projects as a land use and clarify which regulations apply to Primary Use EV Charging Projects.

Primary Use EV Charging regulations must also align with the Model Code base standards that apply to Primary Use EV Charging including Standards 6-7 (Parking), Standard 10 (Equipment), and Standard 12 (Electrical Equipment Safety)

- Recommendation is to use existing regulations from land use code such as Site and Architectural Plan Review, Final Plans Review, Building Permits, Grading Permits, and Special Use Permits when applicable.

Standard #5

State of Colorado Model Code – Standard 5 Permitted by Zoning District

Primary Use EV Charging Projects and Accessory Use EV Charging Projects shall be permitted as a use by right in all land use contexts, except for low-density housing land use contexts where they shall be permitted as a conditional use



State of Colorado Model Code – Standard 5 Permitted by Zoning District

Primary Use EV Charging Projects and Accessory Use EV Charging Projects shall be permitted as a use by right in all land use contexts, except for low-density housing land use contexts where they shall be permitted as a conditional use

(f) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																	
P = permitted by right S = special use permit required Blank = use prohibited																	
Use Category	Districts →	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	
Vehicles and Equipment	Automotive fuel sales and service station							S		P	S	S	S	S	S		070.030.030(e)(18)
	Automotive parts and accessories sales							P	S	P	P		P	P			1 per 400 square feet
	Automotive repair shop							P			P		S	P			1 per 500 square feet, plus 3 per repair bay
	Automotive sales or leasing							S	S	S	P		P	P			070.030.030(e)(19)
	Automobile wash							S		S	S	S	S	S			1 per 300 square feet retail and office area, plus 3 stacking spaces per service lane and 1 stacking space per detailing bay if separate from wash bay/lane)
	<u>Primary Use Electric Vehicle (EV) Charging Project</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>1 per charging port, plus 1 per 400 square feet retail and office area</u>
	Parking as a principal use						S	S	S	S	S	S	S	S	S	S	No requirement
	Equipment sales and rental							P	S	S	P		P	P			1 per 300 square feet
	Mobile home sales							P			P			P			No requirement

State of Colorado Model Code – Standard 5 Permitted by Zoning District

Primary Use EV Charging Projects and Accessory Use EV Charging Projects shall be permitted as a use by right in all land use contexts, except for low-density housing land use contexts where they shall be permitted as a conditional use

(f) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																	
P = permitted by right S = special use permit required Blank = use prohibited																	
	Districts →																
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards
ACCESSORY USES																	
	Accessory Use Electric Vehicle (EV) Charging Project	P	P	P	P	P	P	P	P	P	P	P	P	P	P		No requirement
	Backyard chickens	P	P	P	P	P	P	P			P						070.030.040(d)(2) No requirement
	Home occupation	P	P	P	P	P	P	P	P	P	P	P				P	070.030.040(d)(3) No requirement
	Parking structure						S	S	S	S	S	S	S	S	P		No requirement
	Portable storage containers							P		P	P	P	P	P	P		070.030.040(d)(4) No requirement
	Solar energy system, small scale	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	No requirement
	Warehousing							P		P	P	P	P	P	P		Based on demand study, see Subsection 070.040.060(c)(5)



Standard #6

State of Colorado Model Code – Standard 6 Parking Standards

Standard 6: Any parking space served by an EV Charging Port or any parking space used to site EV Charging Stations or Equipment must be counted toward applicable parking minimums as at least one standard automobile parking space.

- Existing Code complies with this standard. EV charging stations would count towards off-street parking.



Standard #7

State of Colorado Model Code – Standard 7 Parking Standards

Standard 7: Any van-accessible parking space that is designated to accommodate a person in a wheelchair, is served by an EV Charging Port, and is not designated as parking reserved for a person with a disability under C.R.S. 42-4-1208 must be counted as at least two standard automobile parking spaces towards applicable parking minimums.

- Existing Code has no provisions for double counting a parking space.
- No proposed changes to allow



Standard #8

State of Colorado Model Code – Standard 8 Parking Standards

Standard 8: The design of parking spaces and parking access for all EV Charging Projects shall comply with the US Access Board Design Recommendations for Accessible Electric Vehicle Charging Stations or any applicable accessibility regulations issued by the federal Department of Justice or Department of Transportation, or in state statute.

- Existing Code complies with this standard as Section 070.040.060 Off-Street Parking and Loading requires that the number and design of accessible parking spaces shall be pursuant to the American Disabilities Act.



Standard #9

State of Colorado Model Code – Standard 9 Setback Standard

For Accessory Use EV Charging Projects, EV Charging Stations and Equipment, and any required screening material, shall be permitted within designated setbacks of the subject property.

- Staff recommends adding clarifying language to Code to allow electric equipment to have same flexibility allowed for mechanical equipment.
- Does not fully comply with this standard as a required setback of 2' is still required.



State of Colorado Model Code – Standard 9 Setback Standard

For Accessory Use EV Charging Projects, EV Charging Stations and Equipment, and any required screening material, shall be permitted within designated setbacks of the subject property.

- (6) *Exceptions to Setback Standards.* The features listed in Table 020.20 shall be permitted to project into the required setbacks of the applicable zoning district. The exceptions apply to all zoning districts unless otherwise stated.

Table 020.20: Authorized Exceptions to Setback Standards	
Accessibility ramps	May be located within required yards. Ramps shall be removed within three (3) months after the need for such ramp is removed. Ramps shall not be located in the public right-of-way without approval by the City.
Front porches and stoops	May encroach ten (10) feet into required front yard provided such porch or stoop is a minimum of sixty-five (65) percent open (including screens and/or windows) on the front and each side and is no closer than ten (10) feet from the front property line.
Ground-mounted solar panels	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line.
Ground-mounted mechanical, <u>electrical, and other utility</u> equipment	May encroach five (5) feet into required side and rear yards provided no element is located closer than two (2) feet from any property line and the equipment complies with screening standards in Subsection 070.040.050(f), Screening, Fences, and Walls.
Roof eaves and other incidental architectural features	May encroach eighteen (18) inches into a required yard.
Storage sheds	In residential districts, storage sheds less than one hundred twenty (120) square feet in size may be placed up to, but not closer than three (3) feet from a rear or side property line provided they are not placed on a permanent foundation or over an easement.
Uncovered balconies and fire escapes	May encroach eighteen (18) inches into required side yard; four (4) feet into required front or rear yard.
Uncovered porches, slabs, patios, walks, and steps	May encroach into required yards by any amount provided all components of the encroachment are no greater than thirty (30) inches above ground level.
Retaining walls	May encroach by any amount into required front, rear, or side yards with the approval of the Public Works Director and City Engineer, provided that all other standards of this Code and the Engineering Standards related to retaining walls are met.

Standard #10

State of Colorado Model Code – Standard 10 Equipment Standard

The appearance, materials, and dimensions of EV Charging Stations and Equipment shall be determined by current EV Charging manufacturing standards and utility design standards

- Any extra features of a charging station such as lighting or signage would have to meet Code.



Standard #11

State of Colorado Model Code – Standard 11 Screening and Landscape

Jurisdictions are encouraged not to require screening for Accessory Use EV Charging Projects

- Staff recommends not following this standard and maintain existing design requirements for screening of utility and electric equipment.



Standard #12

State of Colorado Model Code – Standard 12 Screening and Landscape

Jurisdictions may not require screening or landscaping to be located within the electrical equipment safety and access distances from national electric safety standards, including National Fire Protection Association (NFPA) standards, the National Electric Safety Code (NESC) and other relevant national safety standards.

- City processes already require screening as well as adherence to relevant national safety standards.



Standard #13

State of Colorado Model Code – Option Standard 13 Lighting

Charging Stations proposed as part of an EV Charging Project must be within the Horizontal Illuminance of on-site lighting, as defined in Code. Lighting may be provided by existing on-site lighting and/or by new lighting fixtures integrated into EV Charging Stations or Equipment or by new separate light fixtures.

- Any new lighting would be subject to Section 070.040.100 Exterior Lighting.
- Minor code change to add use in description for Canopy Lighting.



Standard #13

- (9) *Canopy Lighting for Automotive Fuel Sales and Service Stations* *Primary Use EV Charging Projects, and Accessory Use EV Charging Projects* . Canopies shall be illuminated so that the minimum horizontal illuminance at grade level is at least five (5) foot-candles. The maximum horizontal illuminance under canopies shall be twenty (20) foot-candles.
- a. Light fixtures mounted on canopies shall be installed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy or the fixture.
 - b. Lights shall not be mounted on the top or sides of the canopy. The sides (fascias) of the canopy shall not be illuminated for any purpose, with the exception of internally illuminated signage which shall comply with Subsection 070.040.110(g)(4)c., Internally Illuminated Signs.



CRITERIA FOR CODE AMENDMENT

1. The proposed amendment is consistent with the Comprehensive Plan and other City policies;
2. The proposed amendment does not conflict with 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/or policy
5. The proposed amendment is consistent with the general purpose and intent of this Code.



1. Is Consistent with Comprehensive Plan and other City policies

COMPREHENSIVE PLAN

- **Goal 4.11**
 - Support the expansion of green transportation options.
- **Goal 4.11.A**
 - Plan and incentivize EV and E-bike growth and operations



1. Is Consistent with Comprehensive Plan and other City policies

2024 Energy and Climate Action Plan (ECAP)

- **Strategy T1.3**
 - Adopt policies to expand availability of EV charging while reducing impacts of L3 (level 3) charging on the City's electric grid.



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

- Amendments align with existing provisions of Code



3. Is necessary to address a demonstrated community need

- Addresses need for a consistent and clear set of regulations for the use.



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

- Necessary to respond to identified need to changes in conditions as demand for electric vehicles continues to grow.



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

- Aligns with purpose and intent of Code to regulate land uses in a way to mitigate negative impacts on neighbors.



PUBLIC COMMENT

- No comments received.



MOTION FOR APPROVAL

- "I move to **approve** Planning File CDA-000050-2026 incorporating staff's findings, because the application meets the approval criteria for a Code Amendment with findings and conditions of the staff report."



ALTERNATIVE MOTION FOR DENIAL

- "I move to **deny** Planning File CDA-000050-2026, because the application does not meet the approval criteria for a Code Amendment [ENTER APPLICABLE CRITERIA AND FINDINGS HERE]



MOTION TO CONTINUE

- "I move to **continue** consideration of Planning File CDA-000050-2026, to [ENTER SPECIFIC DATE] in order to gather additional information necessary for a decision.





City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item:	Proclamation for Restoration of Fire Bell
Action Requested:	The department recommends the Council formally accept this antique bell to be stored with the Fire Dept. and thank those mentioned for their work in preserving the history of the Glenwood Springs Fire Department.
Department:	City Administration
Presented By:	Joseph Deras
Strategic Goals:	
Background Info:	This bell was initially on the city's first fire truck, a 1917 Brockway American La France. That truck replaced the hose carts. Over the years it has changed hands from former members of the Fire Dept. Former Capt. Marty Zemlock passed away and the bell was headed for the landfill. Former firefighter Brett Morrison took possession and reached out to Chief Jim Mason. He enthusiastically worked to restore the bell to have it prominently placed in Station #2.
Issues:	NA
Fiscal Impact:	NA
Legal Review:	NA
Staff Recommendation:	NA

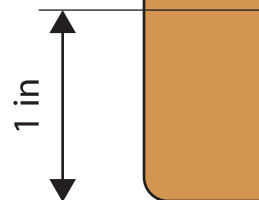


8.5” x 4” Antique Brass Look (reverse engraved)
\$40 plus tax

Refurbished and presented to the Glenwood Springs Fire Department
by former Chief, James Mason, and former firefighter, Brett Morrison.

The Fire Bell is from the City’s first fire truck, a 1917 Brockway,
American LaFrance which replaced the old hose carts.

Dedicated to all who came before and served our town and in memory of
Chiefs “Bugo and Buzz” Zancanella, Martin Zemlock, training captain,
and Rick Wilson, firefighter who died in the line of duty.





City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item:	Urban Canopy and City Trees Update
Action Requested:	None at this time.
Department:	Parks & Recreation
Presented By:	Daniel Roper
Strategic Goals:	Preserve and Improve Infrastructure Protect and Preserve our Quality of Life
Background Info:	Staff will provide an update on the health of our urban canopy and City trees that the Parks Division manages.
Issues:	This year's drought has had a significant impact on our city's trees.
Fiscal Impact:	Unknown at this time.
Legal Review:	NA
Staff Recommendation:	NA



2023–2026 Report

Urban Forestry and Ecology

GREEN INFRASTRUCTURE: OUR CITY'S ECOLOGICAL ASSETS

Green infrastructure is comprised of the network of ecological assets, such as street trees, gardens, greenways along trails, and bioretention elements that support sustainable development and a healthier urban environment.

These assets provide multiple ecosystem services for our community; such as enhancing stormwater infiltration, removing pollutants from the air, improving human health, and reducing the temperatures along streets and sidewalks.

Proper management of these natural resources helps to provide economic and social benefits to our community by supporting small businesses and reducing financial burdens for residents.

An aerial photograph of Glenwood Springs, Colorado, featuring a blue-tinted overlay. The image shows a town nestled at the base of a forested mountain. A prominent white horizontal bar is positioned below the main text.

Our Right of Way Trees Intercepted over 500,506 Cubic Feet of Water in 2025

Our Right of Way Trees Removed over
2,775 pounds of
Pollutants in 2025

Our Right of Way Trees have Sequestered over

6 MILLION

pounds of Carbon over
their lifetime

BACKGROUND



A quick look at what Parks and Recreation staff have been doing to support urban forestry and urban ecology effort in Glenwood Springs.



2023

2024

Updated city website and created a landscaping and tree guides for residents

Summer 2022



Spring 2023

Inventoried 5,000 trees and began building the foundation for a forestry program

Launched the Branch Out Community Forestry Program

January 2024



April 2024

Hosted tree planting events with CRMS and an Arbor Day tree giveaway event

Nearly 400 trees pruned by city staff and contractors, and another 1000 trees were inventoried

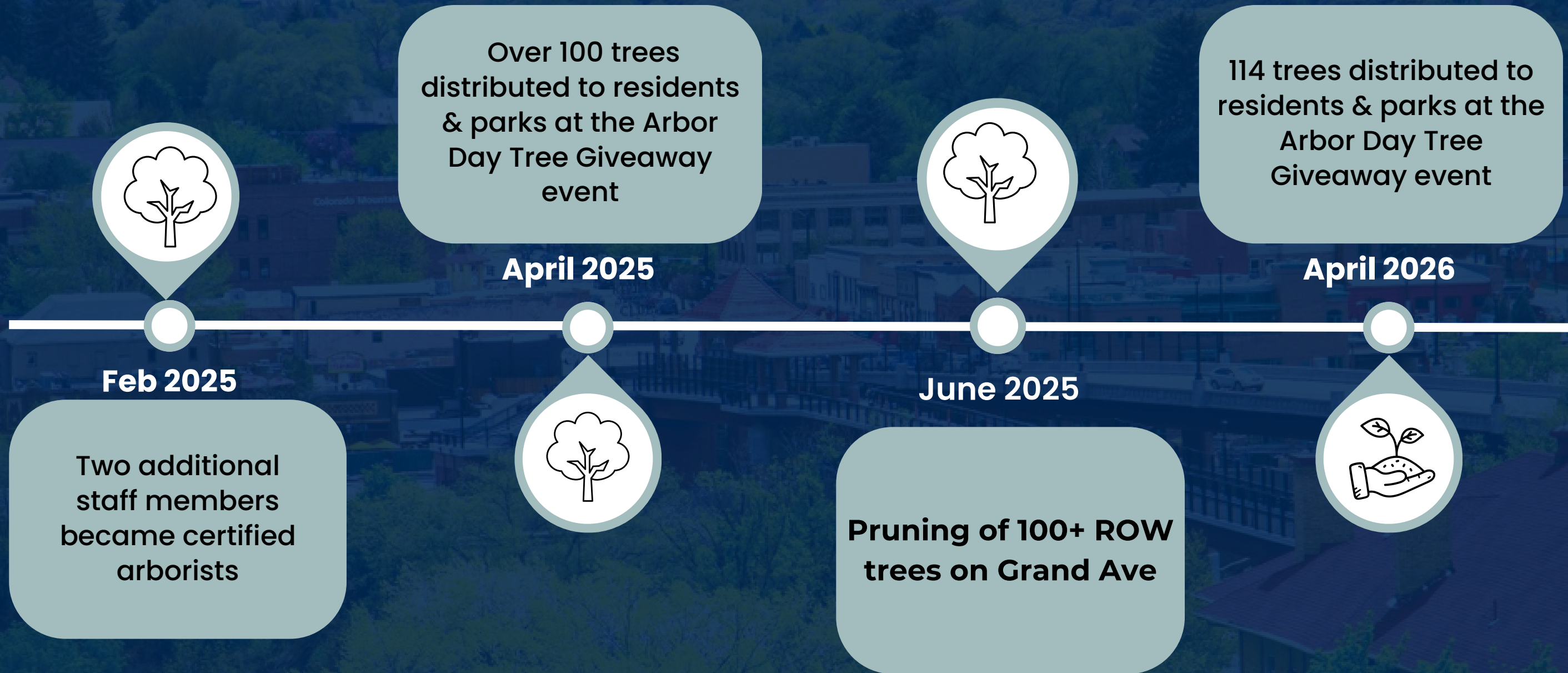
End of 2024





2025

2026





ROW TREE CARE ASSISTANCE PROJECT

City Council approved the Right of Way Tree Care Assistance Project to help residents obtain financial assistance for right-of-way tree care.

The program started accepting applications in 2024, and since it's inception we have pruned or removed over **60 hazardous ROW trees**.

Through the program we are better able to manage high risk trees in the right-of-way, and have been able to help our residents begin to catch up with years of deferred maintenance.

Branch Out Community Forestry Significant Accomplishments

312 Trees Planted



5 Tree Planting Events



350 Volunteer Hours



Over 3,000+ trees that need pruned. This number increases with time, especially with our changing climate



As trees become stressed from heat & drought, this opens vectors for disease or pests.



When trees become hazardous, tree care costs can increase anywhere from 30%-100% over standard rates due to risk.





ROOM FOR IMPROVEMENT

The ROW Tree Care Assistance Project has successfully pruned or removed over 50 hazardous trees in the past few years, but we could be doing more.

Hurdles with the project:

- Public understanding of our city code for ROW street trees, and who is responsible for care
- The limit for assistance is currently capped at \$2,000; when removals exceed this amount residents may not be able to afford the additional costs. Some residents instead elect to let the tree degrade and hope for the best.



CITY OF
GLENWOOD
SPRINGS

PARKS AND RECREATION



City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item: Bear Activity

Action Requested: Robust discussion on bear activity and impact on our community.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Ensure Public Safety

Background Info: Lots of hungry bears...getting hungrier.

Issues: Bear-human interactions.

Fiscal Impact: Unknown at this time.

Legal Review: NA

Staff Recommendation: NA

Memorandum

From: Karl J. Hanlon
To: Glenwood Springs Mayor and City Council
Date: Friday, August 27, 2026
Re: Cable Franchise Agreement with Comcast of Colorado IX, LLC

This Ordinance approves the Cable Franchise Agreement between the City and Comcast of Colorado IX, LLC (the “Franchisee”), for the provision of cable services. The Agreement gives Franchisee the nonexclusive authorization to use City right-of-way to construct, operate and maintain a cable system for a term of five years, beginning on August 1, 2026, and ending on August 1, 2031. As compensation for the Agreement, the Franchisee is obligated to pay the City five percent of Franchisee’s gross revenues.

Primarily, the obligations imposed on Franchisee in the Agreement are focused on ensuring compliance with applicable state and federal law, providing protection to customers of Franchisee within the City, and to ensure that the City is protected from liability for any cable-related construction or maintenance within City right-of-way. Additionally, the Agreement imposes broad indemnification obligations on Franchisee related to work in the right of way, noncompliance with state and federal law, or disputes related to or arising out of the City’s grant of a franchise to Franchisee. Similarly, the Franchisee agrees to comply with all City, state and federal permitting requirements for any work done in the right-of-way, to restore any damaged public or private property to pre-existing condition and to carry commercial and general liability insurance in amounts of no less than one million dollars each.

ORDINANCE NO. 19

Series of 2026

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING THE FRANCHISE AGREEMENT WITH COMCAST OF COLORADO IX, LLC

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

WHEREAS, Article XII of the Charter governs all franchise agreements entered into by the City; and

WHEREAS, Section 12.1 of the Charter vests the City with the authority to grant any franchise relating to any street, alley, public place or property of the City; and

WHEREAS, Comcast of Colorado IX, LLC, is a Delaware limited liability company lawfully engaged in business in the State of Colorado; and

WHEREAS, Comcast of Colorado IX, LLC, is a cable service provider; and

WHEREAS, the City Council finds and believes that it is in the best interest of the City to grant a limited, non-exclusive cable franchise to Comcast of Colorado IX, LLC, for the provision of cable services.

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

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

Section 2. **Approval.** The City Council of the City of Glenwood Springs hereby approves the Cable Franchise Agreement attached hereto as **Exhibit A**.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 3RD DAY OF SEPTEMBER 2026.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS ____ DAY OF
_____ 2026.

CITY OF GLENWOOD SPRINGS, COLORADO

Marco Dehm, Mayor

ATTEST:

Ryan Muse, City Clerk

**COMCAST OF COLORADO IX, LLC AND
CITY OF GLENWOOD SPRINGS, COLORADO**

CABLE FRANCHISE AGREEMENT

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For Informal Negotiation Purposes Only,
Pursuant to Section 626(h) of the Cable Act

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**COMCAST OF COLORADO IX, LLC AND
CITY OF GLENWOOD SPRINGS, COLORADO**

CABLE FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Franchise Agreement” or “Agreement”) is made between the City of Glenwood Springs (hereinafter, “City”) and Comcast of Colorado, IX, LLC (hereinafter, “Grantee”).

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.2 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.3 “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, which determines the legal standing of a case or issue.

1.4 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.5 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.6 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.7 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.8 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.9 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.10 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.11 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.12 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.13 “City” is the City of Glenwood Springs, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.14 “City Council” means the Glenwood Springs Council, or its successor, the governing body of the City of Glenwood Springs, Colorado.

1.15 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.16 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.17 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System.

1.18 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.19 “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.20 “FCC” means the Federal Communications Commission.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.22 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.23 “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.24 “Franchise Fee” means that fee payable to the City described in subsection 3.1.

1.25 “Grantee” means Comcast of Colorado IX, LLC or its lawful successor, transferee or assignee.

1.26 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, disconnection reconnection, downgrade, upgrade, maintenance, repair or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly

understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Grantee further agrees that it will not utilize GAAP to unlawfully, or in contravention of this Franchise, avoid payment of Franchise Fees.

1.27 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.28 "Manager" means the City Manager of the City or designee.

1.29 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.30 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.31 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.32 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, right-of-way and similar public property and areas.

1.33 “State” means the State of Colorado.

1.34 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.35 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.36 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.37 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.38 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.39 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.40 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant

thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) Subject to the FCC's Mixed Use Rule, this Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Right-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Right-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Right-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public,

the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City established nondiscriminatory requirements for placement of Cable System facilities in Right-of-Way, including the specific location of facilities in the Right-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Right-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Right-of-Way through joint trenching and other arrangements.

2.3 Term of Franchise

The term of the Franchise granted hereunder shall be for a term of five (5) years from August 1, 2026, (the "Effective Date") to and including August 1, 2031, unless sooner terminated or revoked as provided herein.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Right-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises to provide Cable Services as defined herein within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services as defined herein, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider provided that the City is not obligated to approve only to commence proceedings.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the

contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Right-of-Way, Grantee shall within sixty (60) days

of the Effective Date of this agreement pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Upon thirty (30) day's written notice from the City, Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.29, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to

determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the five percent (5%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City's Right-of-Way for Grantee's use of the City's Right-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Grantee's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the City to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash payments from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other franchise commitments such as complimentary Cable Service, against the Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City one hundred and twenty (120) days' advance written notice.

(B) If Grantee believes it may offset cash or non-cash payments from Franchise Fees, Grantee shall first provide written notice to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identify the specific cash or non-cash payments that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable provide all information and documentation reasonably necessary to document how franchise fee offsets will be passed through to subscribers in accordance with 47 U.S.C. 542(e).

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within one hundred twenty (120) days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding or any other changes in Applicable Law which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred twenty (120) days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in any security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Grantee shall annually provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.6 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.7 Performance Evaluations

(A) The City may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the City.

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the City. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the City, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the City or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents maintained in the ordinary course of business as the City may reasonably require to perform the evaluation.

4.8 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the

provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to

maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2 Subscriber Privacy

The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.3 Subscriber Bills

Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

SECTION 7. BOOKS AND RECORDS

7.1 Books and Records

Throughout the term of this Franchise Agreement, the Grantee agrees that the City may review the Grantee's books and records that are maintained in the ordinary course of business in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law.

If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and,

(4) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.5 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,
- (J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Capability

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, filters or other capability to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout capability at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored and they are in compliance with Grantee's terms of services, residential service agreement or other such provisions. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

9.1 Permits and General Obligations

The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Right-of-Way and the rights and reasonable convenience of property owners who own property that adjoins any such Right-of-Way and shall comply with all applicable Code requirements and Engineering Standards

As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions shall also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for all City permits applied for by Grantee.

9.2 Conditions of Street Occupancy

New Grades or Lines. If the grades or lines of any Right-of-Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the City (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Right-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall notify Grantee of such funding and make available such funds to the Grantee.

9.3 Relocation at request of Third Party

The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement

of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

9.4 Restoration of Rights-of-Way and Private Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for a period of two (2) years or in accordance with Applicable Law whichever is longer. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

9.5 Safety Requirements

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

9.6 Trimming of Trees and Shrubbery

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-

of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

9.7 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, electric lines, data cables or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

9.8 Aerial and Underground Construction

At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

9.9 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way. At the request of the Grantee the City, to the extent permitted by law, will maintain such mapping as confidential and for the City's internal use only.

9.10 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

(F) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction by the Grantee that involves trenching or boring, provided that the City has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

9.11 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and

Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

9.12 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

9.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by Ordinance or resolution.

9.14 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, water mains, electric line, fiber optic conduit, drains, gas or water service pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

9.15 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another private franchise holder within the City, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

SECTION 10. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

10.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver broad categories of digital video programming services to Subscribers.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting, code and design processes.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(F) Grantee shall not be required to obtain permits for construction work related to the connection and disconnection of Subscribers between the distribution plant in the public rights of way and the Subscriber's residence to the extent such work disturbs no more than 20 feet of the public right of way.

10.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City annually no later than March 31 each year.

10.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards.

10.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), and State technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

10.5 Cable System Performance Testing

(A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Grantee's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to Subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and
- (5) Cumulative leakage index tests, at least annually, designed to ensure that

one hundred percent (100%) of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Grantee's Cable System during the term of this Franchise, Grantee agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the City upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the City contacts Grantee prior to the next test period (*i.e.*, before December 15 and June 15 respectively of each year), Grantee shall provide City with no less than seven (7) days prior written notice of the actual date(s) for FCC compliance testing. If City notifies Grantee by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Grantee shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the City.

(F) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

SECTION 11. SERVICE AVAILABILITY

11.1 Service Availability

(A) In General. Except as otherwise provided herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit in the form of an access and wiring agreement that is mutually satisfactory to the Grantee and the property owner. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Subscriber Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of forty (40) residences per mile of Cable System plant. If the residential density is less than forty (40) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals forty (40). Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

SECTION 12. FRANCHISE VIOLATIONS

12.1 Procedure for Remedying Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the City shall determine. In the event Grantee does not cure within such time to the City's reasonable satisfaction, the City may:

(1) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(2) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

12.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City determines that the Franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

12.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, and provided that the Grantee has no other lawful basis to remain in the right-of-way, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Right-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

12.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, and provided the Grantee has no other lawful basis to remain in the right-of-way, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

12.5 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

12.6 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

12.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

12.8 Assessment of Monetary Damages

(A) The City may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, violations of PEG obligations or payment obligations, (ii) up to two hundred fifty dollars (\$250.00) per day for any other material breaches, or (iii) up to one hundred dollars (\$100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, City shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the City in its sole discretion but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by City of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by City by reason of the breach of this Franchise.

12.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

12.10 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.8 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over

a substantial portion of the Franchise Area for four (4) consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 13. FRANCHISE RENEWAL AND TRANSFER

13.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the City shall continue to comply with all obligations and duties under the Franchise.

13.2 Transfer of Ownership or Control

Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to

determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 14. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

15.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC

8000 E Iliff Ave

Denver, CO 80223

Attn: Government Affairs Dept.

With a copy to:

Comcast Cable

Regulatory Law Department

1701 JFK Blvd
Philadelphia, PA 19103

The City's address shall be:

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

15.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

15.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for up to one thousand five hundred dollars (\$1,500) of the costs incurred in publishing this Franchise, if such publication is required.

15.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

15.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

15.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Glenwood Springs, Colorado this ____ day of _____, 2026.

ATTEST:

CITY OF GLENWOOD SPRINGS, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

City Attorney

City Manager

Accepted and approved this ____ day of _____, 2026.

COMCAST OF COLORADO IX, LLC

By: _____

Its: _____

Date: _____



City Council
STAFF REPORT
City of Glenwood Springs
September 3, 2026

Agenda Item: Social Event Announcement

Action Requested: Council will announce the location of their social event following the meeting in accordance with the Sunshine law.

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: