CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
MARCH 10, 2020
CARBONDALE TOWN HALL
511 COLORADO AVENUE
6:00 P.M.

STUDENT OF THE MONTH
AWARD

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<td>d. Triple Canna Retail Marijuana Infused Products License Renewal</td>
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<td>e. Modification of Premises – Allegria Decking</td>
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<td>f. Revocable License Agreement – Allegria Decking</td>
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<td>g. Liquor License Renewal – Pour House</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 03.10.2020

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 03.10.2020

DISCUSSION: The accounts payable include the 2019 payment to Roaring Fork School District for the school health professional for $10,000.00. Various payments for Special Programs and the 50% deposit for tent rentals for Our Town One Table, Potato Day and Oktoberfest for a total of $34,489.93 from the Recreation Department. The Carbondale Chamber economic support payment of $20,000.00 is included. The Utilities camera system is being replaced for $42,347.16. The February trash contract for Mountain Waste is being paid for $32,599.83. The payment to Stageline is a 30% ($25,449.00) deposit for the portable stage.

The payroll for 2.21.2020 was $168,940.56. Tax liability for the town was $9,929.37. Pension and Retirement liability was $10,757.50.

If you have any questions concerning the Accounts Payable, please contact me.

Renae
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**TOWN OF CARBONDALE**

**Payment Approval Report - by GL No**

Report dates: 3/10/2020-3/16/2020
## Payment Approval Report - by GL No
### Report dates: 3/10/2020-3/10/2020

**Vendor** | **Vendor Name** | **Description** | **Invoice No** | **PO No** | **Invoice Date** | **Amount** |
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01-4500-3651 | RIDING ARENA MAINTENANCE | PUMP SEPTIC AT RODEO INVOI | 19024 | 101951 | 01/29/2020 | 420.00 |
01-4500-3651: | Total | | | | | 420.00 |
01-4500-3980 | CONTRACT LABOR | YOUTH BASKETBALL REFEREE | 03012020 | 101919 | 02/04/2020 | 420.00 |
01-4500-3980: | Total | | | | | 420.00 |
01-4500-8080 | SELF FUNDED SPECIAL EVENTS | OUR TOWN ONE TABLE TABLE | 10773 | 101943 | 02/24/2020 | 642.50 |
01-4500-8080: | Total | | | | | 1,935.73 |
01-4500-8201 | SPECIAL PROGRAMS | COMMUNITY REQUEST SPON | 03012020 | 101955 | 03/01/2020 | 8,000.00 |
01-4500-8201: | Total | | | | | 32,113.15 |
01-4520-2440 | PARK MAINTENANCE SUPPLIES | PARK CUSTODIAL SUPPLIES | 3628765 363 | 101948 | 02/19/2020 | 423.04 |
01-4520-2440: | Total | | | | | 466.61 |
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MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
FEBRUARY 18, 2020

Mayor Dan Richardson called the February 18, 2020, Work Session to order at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Lani Kitching
Ben Bohmfalk
Marty Silverstein
Heather Henry
Erica Sparhawk
Luis Yllanes

Planning Commissioners
Michael Durant
Ken Harrington
Jay Engstrom
Marina Skiles
Nick Miscione
Nicholas DiFrank (1st Alternate)

Staff Present:
Planning Director
Janet Buck
Planner
John Leybourne

Janet Buck provided an overview of her Staff Report dated February 18, 2020. The main takeaways were:

➢ The UDC was done shortly after adoption of the 2013 Comprehensive Plan.

➢ Since adoption of the UDC, Mixed-Use Developments are being proposed.

➢ Number of public hearings required before P&Z and the Board have been reduced.
➢ Town Staff, property owners and the public seem to find the code easier to understand.

➢ The UDC should be revised from time to time to keep it up-to-date.

➢ Staff will be looking to do a Comprehensive Plan Update in 2021.

The Board and Commission discussed the following:

**Affordable Housing**

As UDC amendments are considered, factor in ways to encourage affordable/deed-restricted housing, i.e., parking reductions. Ben suggested four story buildings. Lani said some amendments may be worth pursuing as long as we look at the landscape of the entire community.

Lani asked that mobility issues be considered as improved mobility benefits the entire community.

**HCC Zone District**

Janet said that the 30% limit on lot area which can be utilized for residential parking is having unintended consequence and resulting in larger residential units. She said that should be reconsidered.

Marina asked that the distance from a residential unit and an off-site parking space be increased. The Board supported that suggestion.

Dan suggested aggregate parking. Janet noted that some of potential developers in the HCC had asked about reserving a corner of a larger parcel for surface parking to be used to meet the parking requirements for residential units which are located off-site.

Marina brought up amending the code so properties in the HCC that are off of Main Street could have residential uses on the ground floor adjacent to streets. Heather said we already allow quite a bit of residential in the MU zone district. If the Town starts giving too much flexibility to allow residential vs. commercial, the Town may find itself in a difficult position as it relies on commercial development for revenue.

**Potential Code Amendments:**

- *Distance Requirements for Off-Site Parking for Residential Units*
- *30% Surface Limitation for Residential Parking*
Historic Preservation

Nick brought up amending the historic preservation regulations so that historic buildings could not be demolished without Town approval. Janet explained that the question is “owner consent” vs. “non-owner consent” for landmarking and preserving historic buildings. She said the existing regulations require owner consent.

Heather said that would have to be brought back to the Board as a policy discussion and expressed reservations. Dan said he had no desire to take it to the level of the City of Aspen. Ben said if someone owns a building, it is up to them to be landmarked.

Janet explained how the Town currently works on a case-by-case basis to encourage people to preserve their historic structures through fee waivers, variances, etc. John noted that tax credits are available to property owners who rehabilitate their buildings.

Marty said that the current system seems to be working and preservation is taking place without twisting people’s arms.

Nick brought up having a review of new construction and additions for properties in the OTR district. Michael suggested that the CHPC draft some regulations and then bring them to the Planning Commission for discussion.

Potential Code Amendments

*CHPC draft regulations to require either a mandatory or courtesy review in OTR*

Building Height in MU zone district

Janet said that there had been discussion of increasing the allowed height in the MU zone district from 35 ft. to 38 or 39 ft., so the ground floor commercial has higher ceilings.

Heather suggested that if the Commission is looking at height allowances in the MU zone district, that the HCC be considered as well so there is some consistency. She said she would support that change.

Potential Code Amendments

*Increased height allowances in the MU and HCC zone district*

R/HD Zoning Parameters

Janet said that she is very concerned about the mass and scale that is allowed in the R/HD zone district. She said she has been working with some potential developments and it could result in a 35 ft. high building that is five feet from the property line along a
street. She noted that she approved a smaller project in the R/HD zone district with three stacked units. The units are small at 320 sq. ft. It is at the 35 ft. height limit and will be visible from Main Street. It is being termed a “tiny tower.” She noted this one is small and if a development is constructed on a 12,000 sq. ft. lot, it would be significant. She suggested that the R/HD zone district be reviewed and perhaps there should be some design standards, i.e., building step backs.

Michael suggested developing some supplemental standards for R/HD, similar to the ones for OTR and HCC.

**Potential Code Amendments**

*Develop supplemental standards for R/HD to address mass and scale*

**ADUs**

Ben said he noted that all of the ADUs that are in Town are all near downtown and that he would like to see them in other neighborhoods. He acknowledged that covenants prohibit them in many neighborhoods.

Lani said that she would like to see the PUD regulations loosened up to allow ADUs. She said that would be a step towards achieving what they want to do.

Nick said that covenants are contradictory to Colorado Revised Statutes.

Marty noted that ADUs help young people and old people.

Erica said she lives in Crystal Village which is a PUD that doesn’t allow ADUs and there are five ADUs on her block.

Janet said that much of the Town is in PUDs, there are over 30 PUDs, and they don’t allow ADUs. She said the best way to move forward is to have neighborhood meetings in PUD neighborhoods to see if the property owners are interested in amending their PUD or rezoning to straight zone districts. There would need to more than 50% agreement to move forward. She said it would take a lot of time.

Michael said the Town Board would need to be involved in that. Dan said there would need to be a workshop to discuss that item.

**Corner Lots**

Heather said that she would like to see corner lots addressed as it relates to fences so that tall fences aren’t allowed adjacent to a front yard of an adjoining residence.
Comprehensive Plan

Janet noted that typically Comprehensive Plans are done every ten years. The current one was done in 2013, however, Staff was thinking of doing an update in 2021.

It was agreed that the whole Comprehensive Plan would not be re-done, just updated incrementally. Hopefully it would include the updated demographic data from the 2020 Census.

Some of the items the Board and Commission discussed including in the plan update were:

- Bike and trails (bring all the plans into one place)
- Housing (updated with current study)
- Water Resiliency
- Aging in Place/Age-Friendly Community (recognize AARP status)

Lani mentioned that the State requires riverfront easements and river streamside protection.

Dan brought up carry capacity and resource conservation. Lani brought up the drought of 2018. She said this is an opportunity to monitor and measure in terms of natural resources.

Heather said she didn't like the term “carrying capacity” but it is a conversation we should have.

Nicholas suggested the term “limits of acceptable terms.” He said there is also climate resiliency to hit marks and points.

Dan said he liked that term. Marty said he agreed we need to have the conversation, whatever term we use.

Ben said he was uncomfortable with carrying capacity. He asked: the world population is growing, state is growing, and we want to shut the gate?

It was discussed that during the last plan, community members didn’t want to just accept the DOLA growth trends, but that conversation came about organically rather than having it be a specific topic in the RP. Michael said he wasn’t sure how much faith he has in the state demographer.
Jay said there are two big projects which have been approved: 1201 Main and Main Street Marketplace. He said as things build out, the conversation within the community may change.

Lani said the aging population may affect our income potential and impact our revenue stream. She said there are a couple of ways to take this up.

Lani noted she hears the term resiliency a lot, but it is not measurable.

Public Comment

Mark Chain said the Comprehensive Plan in 2000 happened organically. The community got together and talked about big issues. He suggested setting aside a large amount of time, having a big dinner and enjoying yourselves. He added you don’t know what will happen in Carbondale with the amount of money available – what if Kroenke buys CRMS? Mark noted the UDC works pretty well.

Nicolette Toussaint said there are Naturalist Nights and climate change is occurring in the Roaring Fork Valley. She said water comes from snow and if there is no snow, there is no water. She said there needs to be a long range plan for things like landscape and water efficiency.

Nikki Delson said the older community and older generation is not taking from the community. She said we retire at 60 or 65 and contribute to the community, including volunteering. She said demographic-wise, they are there to contribute.

Closing Comments

Heather said make sure the dialog remains open at any point. She said we don’t have to wait a year to have this discussion. She said she appreciates the work the Planning Commission does – with thought and grace.

Ben said as we do amendments, always have an eye out for amendments that can address affordable housing.

Dan asked about thoughts on short-term rentals. Michael suggested that the Finance Department should check on number of applications and whether there is an increase in short term rentals. He said the Commission is not in a position to provide metrics. Then, if desired, the Board could direct the Planning Commission to look at short term rental regulations.

Jay said, as of right now, it does not seem to be a problem but that is the time to put regulations in place.
Lani said this needs to be further discussed. Dan said he hasn't heard any concerns. Marty said getting data from Renae with a year by year comparison would be helpful.

Respectfully Submitted,

Janet Buck, Planning Director

ADJOURNMENT

The February 18, 2020, work session adjourned at 8:20 p.m. The next regularly scheduled meeting will be held on February 25, 2020, at 6:00 p.m.

APPROVED AND ACCEPTED

___________________________________________
Dan Richardson, Mayor

ATTEST:

___________________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 25, 2020

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on February 25, 2020, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Trustees
Dan Richardson
Marty Silverstein
Lani Kitching
Ben Bohmfalk
Erica Sparhawk
Heather Henry

Arrived After Roll Call
Luis Yllanes

Student Trustees
Diego Valdez
Grace Jardine

Staff Present:

Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Town Attorney
Mark Hamilton
Finance Director
Renae Gustine
Public Works Director
Kevin Schorzman
Parks & Recreation Director
Eric Brendlinger

CONSENT AGENDA

- Accounts Payable totaling $340,678.02
- BOT 2/11/2020 Regular Meeting Minutes
- Resolution No, 5, Series of 2020 – Gianinetti Park Playground Equipment FMLD Mini Grant
- Authorization – Fishing is Fun Grant
- Recommendation for Appointment – Parks and Recreation Commission
- Lassiter Electric Contract – Gateway Park Phase II
- Contract for Nettle Creek Water Line Pump Back Study
Trustee Kitching made a motion to approve the Consent Agenda. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Richardson, Bohmfalk, Silverstein, Kitching, Henry, Sparhawk

Trustee Yllanes arrived at the meeting.

PERSONS PRESENT NOT ON THE AGENDA

Michael Adams feels that he has been passed around from department to department with his trash complaint. He also feels coerced for having to pay a fee for a service he isn’t using which he said amounts to extortion. He asked the Board to please reconsider re-writing the ordinance. Mayor Richardson told Michael he will call him to discuss this matter.

TRUSTEE COMMENTS

Trustee Sparhawk informed the Board that the City of Glenwood Springs is considering joining Colorado Communities for Climate Action. She is meeting with them next week to talk about the organization.

Trustee Silverstein stated that he attended the Senior Matters meeting. They are working on outreach to seniors.

Trustee Henry told the Board that she attended a Manaus work session on people based design around housing solutions. Planners, elected officials, designers, users and financiers were in attendance. She asked Jon Fox Rubin to provide feedback from the meeting at a Trustee work session in April.

Trustee Henry notified the Board that the Environmental Board (Eboard) kicked off their plastics initiative on Monday night. Laurie Batchelder Adams (via phone) and PR Studio participated in the event. Also, an Eboard member gave a presentation on 5G. The takeaway is that they are concerned about safety factors. Mayor Richardson stated that 5G is too big of an issue for Carbondale to take on – it’s better to follow someone’s lead.

Trustee Kitching stated she attended a Mountain Lion Suppression meeting. The Town’s enactment of trash management was very timely. Mountain lions have adapted their behavior due to encroachment of their habitat for recreational use and development. Trustee Kitching also attended the Ruedi Water and Power Authority board meeting. They discussed legislature on integrating land use and water supply planning, allowing the use of augmentation water to supplement in-stream flows and the EPA’s repeal of the Waters of US act being signed in to law with the exclusion of ephemeral streams that make up approx. 50% of Colorado’s water source.
Finally, Trustee Kitching attended a community meeting on public water management education. Attendees didn’t appear concerned about drought or long range climate impacts. Trustee Kitching also announced that the Valley View Hospital Health Fair in Carbondale is on April 10, 2020.

Trustee Bohmfalk told the Board that he recently re-read the Comprehensive Plan and he thinks the Board should discuss it before embarking on the 2023 update. Trustee Bohmfalk asked Jay about the Police Chief search. Jay stated that he and Renae completed the initial screening and have narrowed it down to seven candidates. They will be conducting phone interviews and will narrow it down to 3-4. The candidates will then be invited to Carbondale in mid-March to participate in an assessment center.

Mayor Richardson stated that he attended the RFTA Board meeting. They did the Executive Director’s annual evaluation, and signed IGA’s for senior programs. The City of Glenwood Springs hopes to buy RFTA’s maintenance facility. The Forest Service gave a presentation on a pilot reservation service for Maroon Bells. They also heard from the Covenant Enforcement Committee – RFTA owns a lot of property which they oversee. Mayor Richardson attended Coventure’s one year anniversary celebration – they had a good discussion on economic development. Mayor Richardson attended the Regional Mayors Meeting. Mayor Richardson met with Debbie Wilde on the Recovery Continuum idea which was well received. Finally, Mayor Richardson attended a meeting with Roberto Ray of AARP. They discussed how Carbondale Age Friendly Community Initiative and the Town can tap into AARP’s resources.

Diego Valdez told the Board that he attended the Climate Change Convention. The big takeaway is we need to restore nature (plant trees, etc.) to slow down climate change.

Grace Justine stated that Roaring Fork (HS) Leadership wants the community to use their room at the high school.

**ATTORNEY’S COMMENTS**

Mark Hamilton told the Board that in 2006 the Town filed for water rights on the Roaring Fork River. One condition is that the Town has to re-file the application and go back to court every six years. On Friday the Town will be filing an application to continue the water rights for another six years.

**SPECIAL EVENT LIQUOR LICENSE – BLUE LAKE PRESCHOOL**

Blue Lake Preschool has applied for a Special Event Liquor License for an event to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Blue Lake Preschool’s Special Event Liquor License. Trustee Bohmfalk seconded the motion and it passed with:
7 yes votes: Kitching, Bohmfalk, Silverstein, Sparhawk, Richardson, Yllanes, Henry

FIRST READING – ORDINANCE NO. 3, SERIES OF 2020 – XCEL FRANCHISE AGREEMENT

Xcel representative Kelly Flenniken was present at the meeting.

Kelly explained that the franchise agreement has a duration of 15 years. At the last meeting the Board asked Kelly how much sales tax revenue the Town receives from Xcel. Kelly said they did a five year analysis and the average annual revenue is $120,000. The Board also asked if Xcel plans to offer time of use rates. Kelly stated that they have a proposed default rate which will go into effect after the advanced metering is deployed in 2024.

Mayor Richardson told Kelly that a few people have encouraged him to have a franchise audit done by a third party. He asked Kelly if this is common. Kelly replied that she has worked for Xcel for five years and no municipalities have requested an audit.

Trustee Sparhawk made a motion to approve the first reading of Ordinance No. 3, Series of 2020. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Sparhawk, Bohmfalk, Kitching, Richardson, Henry, Silverstein, Yllanes

LETTER OF CREDIT REDUCTION NO. 1 – MAIN STREET MARKETPLACE

Kevin explained that during the fall of 2019, the contractor working for Crystal River Marketplace LLC, installed infrastructure related to the public improvements for Lot 1. There are two letters of credit (LOC) associated with this development. The first LOC in the amount of $636,208.80 secures the public improvements necessary for the development of Lot 1. The second LOC is for $100,000 and is intended to ensure restoration of the site as it develops in phases.

The requested reduction of $396,172.30 is for the LOC securing public improvements. Staff has reviewed the request received from Sopris Engineering as well as the work completed to date, and agrees with the quantities completed. Staff believes that the completion of all incomplete public improvements will remain adequately secured by the remaining security if the Board approves the requested reduction.

The Board did not have any questions.

Trustee Kitching made a motion to approve the partial release of $396,172.30 of the letter of credit for the public improvements related to the Main Street Marketplace project. Trustee Yllanes seconded the motion and it passed with:

7 yes votes: Bohmfalk, Kitching, Richardson, Henry, Silverstein, Yllanes, Sparhawk
LABELING TREE SPECIES

Environmental Board (Eboard), Chair Colin Quinn and Tree Board Chair Dan Bullock were present for the meeting.

Colin explained that the Eboard, with support from the Parks & Recreation Commission and the Tree Board, is proposing a pilot program to label approximately 20-40 trees mostly in Sopris Park. The purpose of the project is to improve ecological education. They are looking at plaques and have agreed that ground plaques or plaques permanently mounted to trees will not be acceptable. The Eboard is requesting $1,500 from their budget to purchase labels, create an interactive map (app) and materials.

Dan noted that the trees purchased from the Kay Brunier Tree Fund already have plaques because it is a requirement of the Fund.

Trustee Kitching stated that the Crystal River Restoration Project includes labeling trees and she suggested the Eboard contact the Audubon Society as they are in charge of the tree labeling project.

Trustee Yllanes suggested that the ages of the trees be listed.

The Board stated that they support the pilot program.

Mayor Richardson requested that Colin provide a written explanation of how the money will be spent.

RESOLUTION NO. 4, SERIES OF 2020 – THIRD STREET CENTER SEWER LINE IMPROVEMENTS

Colin Laird, Third Street Center Executive Director, told the Board that the main sewer line at the Third Street Center has failed. They are applying for an FMLD grant to help pay for the lining of the cast iron pipes. The Third Street Center is asking the Town for a $26,654 match.

If they don’t repair the sewer lines they will be forced to shut the building.

Trustee Henry asked what will happen if the grant is unsuccessful. Colin answered that they will have to do the repair in phases. The first phase will cost $50,000.

Jay noted that the Town has not budgeted the money for the repairs, so if the Board agrees to contribute $26,654 the money will need to come from reserves.

The Board agreed that the Third Street Center is extremely important to the Town.
Trustee Sparhawk made a motion to adopt Resolution No. 4, Series of 2020 supporting town submittal of a GCFMLD traditional grant application and allocating $26,654 as a cash match to the proposal. Trustee Bohmfalk seconded the motion and it passed by:

7 yes votes: Kitching, Bohmfalk, Henry, Silverstein, Sparhawk, Yllanes, Richardson

2020 WEED MANAGEMENT PLAN

Eric explained that the Board adopted an Integrated Weed Management Plan in 2019. The main purpose of the plan is to ensure healthy soils through land management.

Staff has been keeping a log of what methods are and aren’t working in killing weeds. Staff has identified weeds growing in town that have the ability to be aggressive noxious perennials with no biological control methods and they have toxic qualities if consumed or handled. Staff is recommending chemical treatment to alleviate these weeds. Because Carbondale pursues an herbicide and pesticide free policy it’s necessary to get approval from the Board of Trustees to use chemicals.

Trustee Henry requested that next year’s Weed Management Plan include all techniques used (restoration, etc.) for soil management, not just weed eradication.

Trustee Bohmfalk made a motion to approve the 2020 Weed Management Plan (which includes the use of herbicides/pesticides). Trustee Kitching seconded the motion and it passed with:

7 yes votes: Henry, Silverstein, Yllanes, Sparhawk, Bohmfalk, Kitching, Richardson

DRAFT RABBIT ORDINANCE

In December the Board discussed changing the number of rabbits a household may possess. Trustee Sparhawk volunteered to draft an ordinance. The ordinance presented tonight is proposing to change the number of rabbits from three to 15-30.

Discussion ensued.

Trustee Bohmfalk asked Trustee Sparhawk how she arrived at the number. She responded that it was arbitrary. Trustee Bohmfalk thinks the number is too high and it should be closer to 10-20; Trustee Silverstein agreed.

Mayor Richardson opened the meeting to public comment.

Brett Meredith stated that he used to raise rabbits for food. It’s important to have 30 rabbits when you are raising them for meat. Rabbits can have upwards of 15 kits per liter. The Comprehensive Plan addresses sustainable farming. Brett said the Town of Carbondale wants this.
Russ Criswell asked who does the increase in rabbits benefit? It doesn’t benefit the adjacent landowner. He said his property values have dropped significantly. You shouldn’t be allowed to have a commercial feed lot in town. You can’t get rabbits slaughtered in the valley. It takes over 40 gallons of gas to slaughter 30 rabbits – that is not sustainable. Russ said his neighborhood smells bad, there are dead rabbits in their yard, cars swerve to avoid hitting the rabbits. We don’t need rabbits in town.

John Williams said as far as enforcement goes who will count the rabbits. Currently the law is complaint driven and it develops neighborhood strife. He said an ordinance officer should keep track of the number of rabbits someone has. He asked can a homeowner do the slaughtering. He believes the size of the run should determine the number of rabbits someone can own.

Richard Wells said rabbits attract predators and disease. The rabbits keep escaping. It is hard to control the number of rabbits due to the size of their liters and short gestation period. Running a commercial feed lot in town should not be allowed, it is best done outside of town limits.

Matt Kennedy stated that he is not the only person raising rabbits in town. He lodged four complaints on his neighbor’s rabbit. It has free range and has had two sets of babies in neighbors yards. Matt said the smell is minimal. He is not trying to cause problems with his neighbors. It’s a good project; it’s a good example of urban farming. A vet has checked his rabbits and they are not diseased. He believes the number of rabbits should be checked by an ordinance officer. Jay responded that the Town would have to hire another officer.

Trustee Bchmfalk stated he does not like the communal aspect of allowing 60 rabbits, it’s excessive. Trustee Silverstein suggested that if someone wants a communal pen they should apply for a special use permit.

Trustee Henry likes the idea of a square footage per rabbit calculation.

Trustee Kilching stated that she doesn’t believe that the Comprehensive Plan or the Climate Action Plan endorses owning a large number of rabbits.

Trustee Ylanes stated that increasing the number of rabbits will be an enforcement nightmare and the Colorado Parks and Wildlife comments note that there will be additional problems.

Mayor Richardson stated that he likes the square footage calculation and neighborhood density should also be considered.

Trustee Sparhawk agreed to look at ordinances in municipalities that use square footage to determine the number of rabbits a household may own.
NEPA ROLLBACK LETTER

The Board discussed the letter Wilderness Workshop wrote to the Council on Environmental Quality on the Town's behalf. The letter addresses the proposal to amend regulations implementing the National Environmental Policy Act.

Discussion ensued.

Trustee Henry stated she would like the following change to be made to the letter: add a sentence that states the Town wants to preserve its ability to participate as an interested party.

ADJOURNMENT

The February 25, 2020, regular meeting adjourned at 9:10 p.m. The next regularly scheduled meeting will be held on March 10, at 6:00 p.m.

APPROVED AND ACCEPTED

____________________________
Dan Richardson, Mayor

ATTEST.

____________________________
Cathy Derby, Town Clerk
# Retail Marijuana Facility Renewal Application

**Town of Carbondale**  
511 Colorado Avenue  
Carbondale, CO 81623

**Annual Fee:** $2,000.00  
**Renewal License Fee:** $500

---

### Applicant is renewing a:
- [ ] Store
- [ ] Cultivation
- [ ] Manufactured Infused Products (MIP)
- [ ] Lab
- [ ] Other (Please Specify)

<table>
<thead>
<tr>
<th>Licensee Name: (i.e. Corporation Name)</th>
<th>Trade Name (DBA)</th>
<th>Sales Tax No.</th>
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<tbody>
<tr>
<td><strong>TRIPLE Canna LLC</strong></td>
<td><strong>SoprIS Verde</strong></td>
<td><strong>004894</strong></td>
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<table>
<thead>
<tr>
<th>Street Address:</th>
<th>Business Phone:</th>
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<tbody>
<tr>
<td><strong>220 N. 124th ST. UNIT A</strong></td>
<td><strong>(270) 948 - 8672</strong></td>
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<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th>Email Address:</th>
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<tbody>
<tr>
<td><strong>5353 W. Sopris Ck. Rd. Co.</strong></td>
<td><strong><a href="mailto:CandaceResnick@hotmail.com">CandaceResnick@hotmail.com</a></strong></td>
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</table>

<table>
<thead>
<tr>
<th>Operating Manager:</th>
<th>Home Address:</th>
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</thead>
<tbody>
<tr>
<td><strong>Candace Resnick</strong></td>
<td></td>
</tr>
</tbody>
</table>

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1. **Do you have legal possession of the premises at the street address above?**  
   - [x] Yes  
   - [ ] No

2. **Is the premises owned or rented?**  
   - [ ] Owned  
   - [x] Rented. If rented, expiration date of lease: **3/1/2021**

3. **Is the establishment within 500 ft. of a school?**  
   - [ ] Yes  
   - [x] No

4. **Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)?**  
   - If yes, explain in detail and provide documentation: **No**

5. **Since the date of the filing of the last annual application, has the applicant or any of its agents, owners, managers been convicted of a felony?**  
   - If yes, attach a detailed explanation: **No**

---

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town of Carbondale Municipal Code, which affects my license.

- **Applicant Signature:** [Signature]  
  - **Date:** **2/1/2020**  
  - **Title:** **Member**

Has the local authority conducted a site visit to ensure that the premises is in compliance with Town Code?  
- [ ] Yes  
- [ ] No

**THIS APPLICATION HAS BEEN:**  
- [ ] Approved  
- [ ] Denied

**Authorised Signature:**  
- **Date:**

---

**Attest:**  
- **Title:**  
- **Date:**
# Permit Application and Report of Changes

**Current License Number**: 2711671  
**All Answers Must Be Printed in Black Ink or Typewritten**  
**Local License Fee**: $ 

**1. Applicant is**  
- [ ] Corporation  
- [ ] Individual  
- [ ] Partnership  
- [x] Limited Liability Company

**Present License Number**

**2. Name of Licensee**: Allegra Pasta, Salad + Vino

**3. Trade Name**: 

**4. Location Address**: 335 Main Street

**City**: Carbondale  
**County**: Garfield  
**ZIP**: 81623

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

<table>
<thead>
<tr>
<th>Section A – Manager reg/change</th>
<th>Section C</th>
</tr>
</thead>
<tbody>
<tr>
<td>• License Account No.</td>
<td>[ ] Retail Warehouse Storage Permit (ea) $100.00</td>
</tr>
<tr>
<td>[ ] Manager’s Registration (Hotel &amp; Restr.) $75.00</td>
<td>[ ] Wholesale Branch House Permit (ea) 100.00</td>
</tr>
<tr>
<td>[ ] Manager’s Registration (Tavern) $75.00</td>
<td>[ ] Change Corp. or Trade Name Permit (ea) 50.00</td>
</tr>
<tr>
<td>[ ] Manager’s Registration (Lodging &amp; Entertainment) $75.00</td>
<td>[ ] Change Location Permit (ea) 150.00</td>
</tr>
<tr>
<td>[ ] Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE</td>
<td>[ ] Change, Alter or Modify Premises $150.00 x Total Fee</td>
</tr>
<tr>
<td>[ ] Addition of Optional Premises to Existing H/R $100.00 x Total Fee</td>
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</tbody>
</table>

**Section B – Duplicate License**

| • Liquor License No. | [ ] Addition of Related Facility to an Existing Resort or Campus Liquor Complex $160.00 x Total Fee |
| [ ] Duplicate License $50.00 | [ ] Campus Liquor Complex Designation No Fee |
| [x] Sidewalk Service Area $75.00 |

**Do Not Write in This Space – For Department of Revenue Use Only**

<table>
<thead>
<tr>
<th>Date License Issued</th>
<th>License Account Number</th>
<th>Period</th>
</tr>
</thead>
</table>

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**TOTAL AMOUNT DUE**: $ 0.00
Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

1) For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

4) To modify Premise, or add Sidewalk Service Area, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

5) For Optional Premises go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).

6) To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.

7) Campus Liquor Complex Designation, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.

8) To add another Related Facility to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit
   ☐ Retail Warehouse Permit for:
     ☐ On-Premises Licensee (Taverns, Restaurants etc.)
     ☐ Off-Premises Licensee (Liquor stores)
   ☐ Wholesalers Branch House Permit
   Address of storage premise: ____________________________
   City __________________, County ________________________, Zip ______________
   Attach a deed/lease or rental agreement for the storage premises.
   Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name
   ☐ Change of Trade name / DBA only
   ☐ Corporate Name Change (Attach the following supporting documents)
     1. Certificate of Amendment filed with the Secretary of State, or
     2. Statement of Change filed with the Secretary of State, and
     3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

<table>
<thead>
<tr>
<th>Old Trade Name</th>
<th>New Trade Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Corporate Name</td>
<td>New Corporate Name</td>
</tr>
</tbody>
</table>

7. Change of Location
   NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

   Date filed with Local Authority ________________________ Date of Hearing ________________________

   (a) Address of current premises
   City __________________, County ________________________, Zip ______________

   (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)
   Address ____________________________
   City __________________, County ________________________, Zip ______________

   (c) New mailing address if applicable.
   Address ____________________________
   City __________________, County ________________________, State ________ Zip ________

   (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)
   Former manager's name ____________________________
   New manager's name ____________________________

(b) Date of Employment ____________________________
   Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐
   Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐
   If yes, give name and location of establishment ____________________________

9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed ____________________________
    See attachment ____________________________

(b) If the modification is temporary, when will the proposed change:
    Start ____________________________ (mo/day/year) End ____________________________ (mo/day/year)

   NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
   (If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☐

(d) Is the proposed change in compliance with local building and zoning laws? Yes ☐ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(1), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

10. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing ____________________________ Liquor License # ____________________________ to a Campus Liquor Complex
   Yes ☐ No ☐

11. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility ____________________________
   Yes ☐ No ☐

(b) Outlined diagram provided ____________________________
Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>2/26/22</td>
</tr>
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</table>

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
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<tbody>
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Report of STATE Licensing Authority
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

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<th>Signature</th>
<th>Title</th>
<th>Date</th>
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</table>
REVOCA\BLE LICENSE AGREEMENT

THIS RE\VOCA\BLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 21st day of February, 2020, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter "Town") and Allegro\Red\Salad \& Vin\o \[legal name of licensee], a Colorado L.L.C. \[type of entity; e.g., "a Colorado limited liability company"] (hereinafter "Licensee").

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

WHEREAS, the Town is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Town and Licensee agree as follows:

1. Licensed Premises. The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Premises"): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to 335 Main Street, as more particularly described and depicted in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference.

2. Term. Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods: May 1 – October 15, 2020, collectively, the "Term."

3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of $50.00, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.

4. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:

   a. Service shall commence no earlier than 10:00 a.m. and end no later than 2:00 a.m.

   b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.

   c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State
of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.

d. No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit “A,” which corridor shall remain open at all times for pedestrian passage.

e. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Premises.

f. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.

g. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

5. Improvements. Licensee shall have the right to install on the Premises improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit “B,” collectively, the “Improvements.” Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the Improvements. All Improvements installed by the Licensee shall be completed in accordance with plans and specifications approved in advance by the Town. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically authorized by the Town on Exhibit “B”, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

6. General Use and Care of Premises. Licensee shall take such actions as are necessary to maintain the Improvements and Premises in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the Term with the ordinances, resolutions, rules, and regulations of the Town in Licensee’s use and occupancy of the Premises.

7. No Estate in Premises. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee’s occupancy or use of the Premises.

8. Termination. The license granted by this Agreement may be suspended or terminated at any time for any reason. Licensee’s consent shall not be required to suspend or terminate the license. To the extent practicable, the Town shall provide written notice at least 45 days in advance of the termination date.

9. Compliance. If Licensee fails to comply with its obligations under this Agreement, the Town may, at its sole option, terminate the license or take such measures as it determines necessary to bring the Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.
10. **Acknowledgment of General Condition.** Licensee acknowledges that its use and occupancy hereunder is of the Premises in its as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee’s intended uses.

11. **Acknowledgment and Acceptance of Specific Matters.** Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee’s intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the Town. Compliance with such standards, if required for Licensee’s use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee’s use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

12. **Liens.** Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee’s expense discharge any liens or claims arising from the same.

13. **Personal Property.** The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

14. **Right of Entry.**

   a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter, or utilize the Premises or an adjacent premises.

   b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Premises as long as necessary, in the Town’s sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.

   c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license.

15. **Indemnity and Release.** Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee’s use and occupancy of the Premises during the Term. Licensee agrees to indemnify and hold harmless the Town, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses arising out of, resulting from, or in any way connected with Licensee’s use and occupancy of the Premises, the conduct of Licensee’s operations or activities on the Premises, liens or other claims made, asserted or recorded against the Premises as a result of Licensee’s use or occupancy thereof, or the rights and obligations of Licensee under this Agreement, including
but not limited to any attorneys' fees, costs, or expert witness fees incurred by the Town in defense of any claim. Licensee hereby further expressly, releases and discharges the Town, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damage to any person or property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the Town's officers or employees.

16. **Insurance.** Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises during the Term to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee’s use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves liquor on the Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee’s occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

17. **No Waiver of Immunity or Impairment of Other Obligations.** The Town does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the Town, and its officers and employees.

18. **Restoration of Premises.** At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, the Town may remove them at Licensee’s sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.
19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**TOWN:**
Town of Carbondale  
c/o Town Manager  
511 Colorado Avenue  
Carbondale, CO 81601

**LICENSEE:**
Allegría Baja, Salud y Vino  
Attn. Andreas Fischer  
335 Main Street  
482 Baseo Drive  
Carbondale, CO 81623

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

20. **Existing Rights.** Licensee understands that the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements or easements or other interests.

21. **No Waiver.** Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

22. **Successors & Assigns.** This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town’s sole option and discretion. The sale or transfer of Licensee’s business shall result in automatic termination of this Agreement.

23. **Entire Agreement; Authority.** This Agreement is the entire agreement between the Town and Licensee and may be amended only by written instrument subsequently executed by the Town and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

24. **Survival.** All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

25. **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: __________________________
Title: Town Manager

ATTEST:

______________________________
Town Clerk

LICENSEE: __________________________

By: __________________________
Title: Owner

STATE OF COLORADO

COUNTY OF GARFIELD

The above and foregoing signature of Owner of Allegria Pasta, Salad & Wine was subscribed and sworn to before me this 26th day of February, 2020.

Witness my hand and official seal.

My commission expires on: 1/1/2023

Notary Public

CATHARINE B. DERBY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #200340009937
My Commission Expires January 10, 2023
EXHIBIT A
OF
REVOCABLE LICENSE AGREEMENT

Description and Depiction of Licensed Premises
EXHIBIT B
OF
REVOCABLE LICENSE AGREEMENT

Detailed description of Patio Improvements
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Renewal for The Pour House

Date: February 27, 2020

I have completed the requested record checks for the establishment and following individual:

Timothy H Mason / General Manager

I have found no in-house liquor violation records. I recommend the approval for the liquor license renewal.
Submit to Local Licensing Authority

POUR HOUSE THE
351 MAIN ST
Carbondale CO 81623-2030

Retail Liquor or Fermented Malt Beverage License Renewal Application

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>Doing Business As Name (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>POUR HOUSE COMPANY LLC THE</td>
<td>POUR HOUSE THE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquor License #</th>
<th>License Type</th>
<th>Sales Tax License #</th>
<th>Expiration Date</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-98052-0000</td>
<td>Hotel &amp; Restaurant</td>
<td>419805200000</td>
<td>04/07/2020</td>
<td>02/22/2020</td>
</tr>
</tbody>
</table>

Business Address
351 MAIN STREET Carbondale CO 81623-2030

Mailing Address
351 MAIN ST Carbondale CO 81623-2030

Operating Manager: Tim Mason
Date of Birth: 2/23
Home Address: POURHOUSE351@gmail.com
Phone Number: 9702991215

<table>
<thead>
<tr>
<th>1. Do you have legal possession of the premises at the street address above?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
Are the premises owned or rented? | X Owned | ☐ Rented |
*If rented, expiration date of lease: |

| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? | Yes | No |

| 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? | Yes | ☐ No |

| 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? | Yes | ☐ No |

| 4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. | Yes | ☐ No |

| 5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. | Yes | ☐ No |

| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. | Yes | ☐ No |

| 7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. | Yes | ☐ No |

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.
Meeting Date: 3-10-2020

TITLE: Appointment for Planning and Zoning Commission

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Application for: Erica Stahl Golden

BACKGROUND
The 2nd alternate seat on the Planning and Zoning Commission is open.

At their February 27, 2020 meeting, the Commission recommended that the Board of Trustees appoint Erica Stahl Golden.

RECOMMENDATION
Town Staff recommends that the following motion be approved: Move to appoint Erica Stahl Golden as the 2nd Alternate effective March 10, 2020.

Prepared By: Mary Sikes
Building & Planning Assistant

JH
Town Manager
BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Environmental Board Member Application Review

SUBMITTING DEPARTMENT: Boards and Commissions

ATTACHMENTS: Environmental Board membership application application from February 24, 2020 meeting

BACKGROUND

On February 24, 2020, the Environmental Board reviewed the membership application submitted by Oni Butterfly as a regular voting member for a 2-year term. The Board moved to recommend the applicant for appointment to the Carbondale Environmental Board.

RECOMMENDATION

Town Staff recommends the Board of Trustees move to approve that Oni Butterfly be appointed as a regular voting member of the Environmental Board.

Prepared by: Kae McDonald
Boards and Commissions Clerk

______________________________
Town Manager
TITLE: Backhoe Purchase

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: None

BACKGROUND
The 2020 budget included funding to replace the Town’s 2001 Case backhoe. Bids were solicited from John Deere, Case and Caterpillar and were due on February 14, 2020.

DISCUSSION
Three bids were received as summarized below:

<table>
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<tr>
<th>Company</th>
<th>Manufacturer</th>
<th>Bid (Including Warranty)</th>
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<tbody>
<tr>
<td>Honnen Equipment</td>
<td>John Deere</td>
<td>$114,969.00</td>
</tr>
<tr>
<td>Wagner Equipment</td>
<td>Caterpillar</td>
<td>$118,700.00</td>
</tr>
<tr>
<td>Century Equipment</td>
<td>Case</td>
<td>$128,885.00</td>
</tr>
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</table>

After a review of the bids, staff is recommending that the Board authorize the purchase of the John Deere from Honnen Equipment.

FISCAL ANALYSIS
The cost of the backhoe is split between the Water (1/4), Wastewater (1/4), and Capital Construction (1/2) funds. It is possible that the cost may be reduced by $20,000.00 should the Town choose to exercise the trade-in option on the bid.

RECOMMENDED ACTION
Staff recommends the following motion: I move to authorize the purchase of the John Deere backhoe from Honnen Equipment in the amount of $113,310.00

Prepared by: Kevin Schorzman
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 23—26, 2020

Date: February 26, 2020

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol at the 5 Point Film Festival at The Launchpad the
following dates:

April 23, 2020 3:00 pm to 10:30 pm 511 Colorado Ave. Parking Lot
April 24, 2020 4:00 pm to 10:30 pm 567 Colorado Ave.
April 25, 2020 10:00 am to 10:30 pm 567 Colorado Ave.
April 26, 2020 10:00 am to 8:00 pm 567 Colorado Ave.

Regna Jones / Event Manager

I recommend approval of this liquor license.
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT AND ONE OF THE FOLLOWING:

X SOCIAL
FRATERNAL
PATRIOTIC
POLITICAL

ATHLETIC
CHARTERED BRANCH, LODGE OR CHAPTER
OF A NATIONAL ORGANIZATION OR SOCIETY
RELIGIOUS INSTITUTION

PHILANTHROPIC INSTITUTION
POLITICAL CANDIDATE
MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

X MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

04259574-0000

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

5 Point Film Festival

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 Dolores Way
Carbondale CO 81623

19 N 4th Street
Carbondale CO 81623

STATE LIQUOR OR BEER CODE?

X NO

YES TO WHOM?

3. ADDRESS OF SPECIAL EVENT

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

Regina Jones

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

X NO

YES HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER

STATE LIQUOR OR BEER CODE?

X NO

YES TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?

X YES

HOW MANY DAYS?

LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date 4/24/20
Hours From 4:00 p.m. To 12:00 a.m.

Date
Hours From m To m

Date
Hours From m To m

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

EXECUTIVE DIRECTOR

DATE 4/19/20

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
February 21, 2020

TO: Town of Carbondale Board of Trustees
FR: Steve Standiford - Steve’s Guitars
RE: 5Point Film Festival Events at Steve’s Guitars

We will be renting our space to the 5Point Film Festival for a number of special events, as we have in previous years. We are pleased to work with the festival again and gladly give our permission for them to use our space.

The festival has permission to use our space for a gathering where alcohol will be served on Friday, April 24, around 4:00 PM and ending Friday, April 24, at 12:00 am.

We look forward to working with the 5Point Film Festival staff and volunteers. It’s a great event for the town and we love being a part of it.

Sincerely,

[Signature]

Steve Standiford
Steve’s Guitars
# TOWN OF CARBONDALE
**APPLICATION FOR A SPECIAL EVENTS PERMIT**

In order to qualify for a special events permit, you must be non-profit and one of the following:

- [X] Social
- Fraternal
- Patriotic
- Political
- Athletic
- Chartered branch, lodge or chapter
- Of a national organization or society
- Religious institution
- Philanthropic institution
- Political candidate
- Municipality

Type of special event applicant is applying for:

- [X] Malt, vinous and spirituous liquor ($50 per day)
- Femented malt beverage (3.2% beer) ($10 per day)

1. **Name of Applicant Organization or Political Candidate**
   - 5 Point Film Festival

2. **Mailing Address of Organization or Political Party**
   - 2100 Dolores Way
   - Carbondale, CO 81623

3. **Address of Special Event**
   - 511 Colorado Ave
   - Parking Lot
   - Carbondale, CO 81623

4. **Name**
   - Regna Jone

5. **Date of Birth**
   - 

6. **Email Address**
   - 

7. **Phone Number**
   - 

8. **Pres/Secy of Org. or Political Candidate**
   - 

9. **Event Manager**
   - 

10. **Has Applicant Organization or Political Candidate Been Issued a Special Event Permit This Calendar Year?**
    - [X] NO

11. **State Liquor Or Beer Code?**
    - [X] NO

12. **Is Premises Now Licensed Under?**
    - [X] NO

13. **Does the Applicant Have Possession or Written Permission for the Use of the Premises to Be Licensed?**
    - [X] YES

List below the exact dates(s) for which application is being made for permit:

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 23, 2020</td>
<td>3:00 pm</td>
<td>10:30 pm</td>
</tr>
</tbody>
</table>

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

**Signature**

**Title**

**Date**

---

**Report and Approval of Local Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**Therefore, this application is approved.**

**Signature**

**Title**

**Date**

**Local Licensing Authority**

**Attest**
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Roaring Fork Insurance
434 E Cooper St, Suite 203
PO Box 4313
Aspen
CO 81611

INSURED
5Point Film Festival
PO Box 355
Carbondale
CO 81623

CONTACT NAME: Lindsay Pressley
PHONE (970) 429-5700
EMAIL: lindsay@roaringforkins.com

INSURER(S) AFFORDING COVERAGE

COVERAGES

CERTIFICATE NUMBER: CL2011537433

THIS IS TO CERTIFY THAT THE POLICIES OF LIABILITY LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCEAFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PAC 3219448</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO NORTHERN PREMISES (Ex. occurrence): $100,000</td>
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<td></td>
<td>MED EXP. (Any one person): $5,000</td>
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<td></td>
<td>PERSONAL &amp; ADJURY INJURY: $1,000,000</td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS LIMIT: $2,000,000</td>
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<td></td>
<td></td>
<td>Liquor Liability: $2,000,000</td>
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<tr>
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<td>UMBRELLA LIABILITY</td>
<td>UMB 3219449</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $1,000,000</td>
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<td>WORKERS COMPENSATION</td>
<td>4199068</td>
<td>PER STATUTE: $1,000,000</td>
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<tr>
<td></td>
<td>ANY PROPIETOR/OWNER EXCLUDED?</td>
<td>Y</td>
<td>EL EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>EL DISEASE - EA EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>EL DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>DIRECTORS &amp; OFFICERS</td>
<td>EPPE449749</td>
<td>EACH OCCURRENCE: $100,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed on the above General Liability policy as Additional Insured with respect to ongoing operations as required by written contract.

CERTIFICATE HOLDER
Town of Carbondale
511 Colorado Ave
Carbondale
CO 81623

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

5 Point Film Festival

is a
Nonprofit Corporation

formed or registered on 11/19/2007 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/27/2020 that have been posted, and by documents delivered to this office electronically through 01/29/2020 @ 17:36:00.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/29/2020 @ 17:36:00 in accordance with applicable law. This certificate is assigned Confirmation Number 12052035.

Jena Griswold
Secretary of State of the State of Colorado

******************************************************************************End of Certificate******************************************************************************

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/IncCertSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
Wednesday, February 19, 2020

Town of Carbondale
Board of Trustees
511 Colorado Avenue
Carbondale, CO 81623

Ladies and Gentlemen of the Board:

I am writing on behalf of Regna Jones and the 5Point Film Festival. The Town of Carbondale Parks & Recreation Department has given the 5Point Film Festival permission to use the Carbondale Recreation & Community Center for the 5 Point Film Festival to be held April 21-26, 2020. The hours for set up, the festival, and break down include the following:

- April 21, 2020  6:00am - 11:00pm
- April 22, 2020  6:00am - 11:00pm
- April 23, 2020  6:00am - 11:00pm
- April 24, 2020  8:00am - 11:00pm
- April 25, 2020  8:00am - 11:00pm
- April 26, 2020  8:00am - 11:00pm

Additionally, I am granting permission for use of the Town Hall Parking Lot on Thursday, April 24, 2020, for use during their Van Life Rally. Please contact the Town of Carbondale Parks & Recreation Department if you have any questions.

Sincerely,

Jessi Rochel
Town of Carbondale
Recreation Programs and Community Center Manager
February 19, 2020

CRCC Facility use agreement, Rec Center Parking Lot, Rental for the
5 Point film festival

April 23,24,25,26

Special Event Liquor License BOT review on Tuesday, March 10th, 2020

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff’s box.

If you have any pressing concerns about this event please contact me and contract can be amended to address those concerns.

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

970-510-1277 (O)  970-319-2494 (cell)

Parks & Recreation Director  

Police Chief  

Town Manager  

Public Works Director  

Town Clerk  

Town Finance Director
TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT/
SPECIAL EVENT MANAGEMENT PLAN

Completing this Park (or) Street Rental Use Agreement and Special Event Management Plan is required for large special events that will impact the Carbondale community. The purpose is to assist the Event Organizer in planning their special event so that it meets the requirements established by the Town of Carbondale. This Rental Use Agreement & Special Event Management Plan should be submitted 45-60 days prior to the event. After review by town staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: 5 Point Film Festival Kickoff Party

2. Primary Event Organizer: Regan Jones
   a. Cell Phone: 970-686-4321
   b. Email: regan@5pointfilm.org
   c. Address: 2100 Dohres Way, Carbondale, CO 81623

3. Secondary Event Organizer: Shannon Outing
   a. Cell Phone: 303-217-3343
   b. Email: Shannon@5pointfilm.org
   c. Address: 2100 Dohres Way, Carbondale, CO 81623

4. EVENT LOCATION: CRC & Parking Lot in back of ReCenter

5. EVENT DATE(s): Thursday April 23, 2020

6. EVENT TIME(s): 3:00 pm - 10:30 pm

7. EVENT SET-UP TIME(s): 10:30 am

8. EVENT BREAK-DOWN TIME(s): 10:30 pm
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 500

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 5
   b) Event Volunteers: 10-20
   c) Event Contractors: 3
   d) Event Security Personnel: $\frac{3}{2}$-4 (food/trucks and beer/wine sales)
   e) Event Vendors: (N)
   3. Event training for personnel?
      Describe? Some staff and volunteers as last year
4. Fee charged to participants? (Y) (N)
   If yes, how much?

5. Amplified music at event? (Y) (N)
   If yes, times music is played (including sound checks)
   There will be amplified music live band or DJS 4:00-7:00pm
   Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval. Music will be kept within 90 decibels which will be pointed away from Carbondale Police Station.

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:
Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).

1. **Boundaries**
   - Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area: RJS
   - If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures: N/A
   - Locate fencing, barriers/barricades, points of ingress/egress, emergency access: RJS

2. **Site Improvements**
   - Location of stage, tents, canopies, booths, bleachers, other temporary structures: RJS
   - Location of generators, electricity sources, speakers, soundboards, lighting: RJS
   - Location area for trailers, trucks, or other event vehicles: RJS
   - Identify start & finish area (if a race): N/A

3. **Security, Medical and Safety**
   - Show security check points: RJS
   - Show placement of traffic control personnel: N/A
   - Locate first aid station, ambulance access point: RJS
   - Locate portable night lighting: RJS

4. **Transportation and Parking**
   - Identify all parking areas (on/off site): RJS
   - Locate any drop-off/pick-up areas: RJS

5. **Sanitation and Solid Waste**
   - Locate/Identify restrooms/portable toilets and hand wash stations: RJS
   - Locate trash and recycle containers and dumpsters: RJS

6. **Alcohol, Food Service, Vending Booth Areas**
   - Locate bar/beer garden area, with location of security fencing and entry/exit gates: RJS
   - Location of food service vendor booths: RJS
   - Location of merchandise vendor booths; information and/or demonstration booths: RJS

7. **Smoking Area**
   - Public special events on town parks/streets are non-smoking, unless area is designated: N/A

SECTION 4 – SECURITY PLAN:
Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. Have you hired a professional security company to manage event security? (Y) (N)
   If Yes, please provide the following information:
   - Name of Security Company:
We are fortunate to have an experienced security team who have been keeping the Festival safe and secure for the past 12 years. Our volunteer team will ensure the team is in place and highly functional again this year.

- Person in charge at event: ____________________________
- His Cell Phone contact at event: _______________________
- His Cell Phone Text email address at event: ___________
- Number of security personnel assigned to event: _________
- Event times they will be in place: _____________________
- Describe duties & functions: _________________________

2. Will Town of Carbondale Police Dept. enforcement services be requested? (Y) (N)
   If Yes, please provide the following information:
   - List purposes (security; traffic/parking control; event walk-thru):
   - List # of officers & times when needed: ___________________
   
   Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:
Please describe your medical and emergency services plan.

1. Will emergency medical services be summoned through 911? (Y) (N)
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact: Shannon Outing 303-217-3343

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? (Y) (N)
   If Yes, please provide the following information:
   - Name & cell phone of service provider or EMT: ___________________
   - Aid Station location & hours: ___________________________

Carbondale Fire & EMT services will be notified of the event prior to start.

SECTION 6 – TRANSPORTATION & ROAD CLOSURE TRAFFIC MANAGEMENT CONTROL PLAN:
Required of events involving a road closure. Main Street closure requests require 4-6 months notification to obtain approval. Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.

- Road and/or traffic lane closure request: (Y) (N)
- Location of barricades and/or traffic cones: Attached
- Proposed traffic flow map around road closure: Attached
- Location of informational signage within road closure area: Attached
  - Location of safety lighting bar (if needed) within road closure area: N/A
  - Running or Bike Race route description (with start & finish line) if applicable: N/A
  - Parade route description (with start & finish) if applicable: N/A

With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block.
If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management need services with a privately owned traffic control company.

**SECTION 7 – REFUSE/TRASH PLAN:**
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

Failure to perform adequate cleanup, or if damage occurs to public property due to event, and mitigation attempts fail, event organizers will be billed at full Town cost recovery rates for cleanup and repair. In addition, such failure may result in denial of future special event approval.

Event organizer is encouraged to consider a refuse/trash recycling plan for your event. Event organizer is further encouraged to consider creating a “Green” Event. These services can be provided for a fee by local companies. If using a contracted company please provide the following:

- **Name of Service Provider:** Evergreen Events / Evergreen Zero Waste
- **Contact Person:** Alyssa Reed
- **Mailing Address:** P.O. Box 1661 Aspen, CO 81612
- **Cell Phone:** 970-987-3140 Email: Alyssa@EvergreenZeroWaste.com

**SECTION 8 - PORTABLE RESTROOM PLAN:**
Event organizer shall provide portable restroom facilities unless you can show the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event. Please make sure these facilities are shown on your site plan. Portable toilets shall be removed from event site by 11:00 am the next day following event. Event organizer is responsible for keeping both portable toilets and park bathrooms clean, unplugged, and stocked with toilet paper from beginning to end of event. Multiple day events may require portable toilets to be pumped out daily. Please use the formula below to figure out your event’s porta potty needs.

<table>
<thead>
<tr>
<th>Number Of Participants</th>
<th>1 hr</th>
<th>2 hr</th>
<th>3 hr</th>
<th>4 hr</th>
<th>5 hr</th>
<th>6 hr</th>
<th>7 hr</th>
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<td>15</td>
<td>16</td>
<td>17</td>
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<td>18</td>
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</tr>
</tbody>
</table>
Do you plan to provide portable restroom facilities at your event? (Y) (N)

If yes, how many: __

Number of ADA accessible portable toilets: __ (Y) (N)

Is portable handwashing station being provided? (Y) (N)

If no, is there a sanitizer dispenser within toilet? (Y) (N)

Please provide the following information regarding event portable restroom provider:

- **Name of Service Provider:** Mountain Waste
- **Contact Person:** Jeremy Fees
- **Mailing Address:** 1058 C5 Rd 100, Carbondale, CO 81623
- **Cell Phone:** 970-319-3453
- **Email:** jeremy.fees@mountainwaste.com

**SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:**

Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

If your event is going to involve the sale and/or distribution of alcoholic beverages, please provide the following information:

- **Hours of operation of event (include dates & times):** April 23, 2020 3:00pm - 10:30pm

- **Alcohol service times:** 3:00pm - 10:30pm (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)

- **A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: attached**

  We will be stationed security volunteers at all entry/exit points of our fenced-in barrier.

- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):**

  We will have TIPS trained volunteers checking IDs and wristbands. Patrons 21 and over. Alcohol will only be sold to patrons with wristbands.

- **Describe how TIPS trained servers will monitor alcohol consumption and intoxication:**

  We will have at least one TIPS trained server at all bars. They will be managing the sale of alcohol, making sure not to serve intoxicated patrons. Alcohol will only be sold to valid wristband holders.

- **Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated:**

  Our experienced security team has a
plan in place to deal with such an incident. Over the years we
have had the rare occasion of having to put such a plan in place.
A point person will be assigned and recruit help if needed.

- Consider (but not required) designating a "family friendly" seating area. If included, describe the location and include on site plan: N/A

- Will event provide alternative beverages to alcohol? If so, what? Yes, we will have multiple water stations as well as sodas, coffee & tea for sale.

- Will food be available at all times? If so, what? Yes, we will have vendors selling hearty food.

- Is there a designated smoking area? If so, describe the location and show it on your site plan: N/A

- How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Our staff, volunteers & security team are trained to spot folks in the condition. In the event someone needs assistance getting a sober ride home, arrangements will be made. If assistance is needed, we will call Carbondale Police.

SECTION 10 – FOOD PLAN & PERMIT:
These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Com missary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

- Please list food vendors at your event, name of vendor and product(s) served: We will only be working with professional caterers or food trucks that are licensed to prepare and serve food.

- Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables, spices, teas, dehydrated produce, nuts, seeds, honey, jams, jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product(s) served: Food trucks will remain parked in their designated spots in the grass lot across from the Rec Center. Food will be stored in professional grade refrigerators inside the trucks or off-site in commercial kitchens.
SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:
if goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is $15.00 for a temporary one-day license; $25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.
Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept. no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.

SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

- $1,000,000 each occurrence; $2,000,000 aggregate: ____________
- Host and general liquor liability insurance required in the same amounts listed above: ____________

SECTION 13 – EVENT DEBRIEFING:
An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:
- $100.00 User Fee per each day of use between 100 – 300 participants
- $200.00 User Fee per each day of use with over 300 participants

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<tr>
<th>Paid Date</th>
<th>5/6/19, 2020</th>
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PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:
- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants

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<tr>
<th>Paid Date</th>
<th>5/6/19, 2020</th>
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These amounts may be increased if it is deemed necessary for a particular event or activity.

Event Organizer shall submit two (2) checks payable to: TOWN OF CARBONDALE

One check designated for Rental User Fee of the Park/Street, and the other check designated for Park/Street Cleanup/Damage Deposit Fee. These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety.
during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Event Organizer from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial here: 

SECTION 15 — LICENSES, PERMITS, AND FEES
Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: 

SECTION 16 — INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.
Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

Initial here: 

SECTION 17 — CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here: 

SECTION 18 — RELEASE OF LIABILITY:
The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

Initial here: 

SECTION 19 — AUTHORITY TO CONTRACT:
The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

Initial here: 

SECTION 20 – ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due thereunder, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

Initial here: [Signature]

SECTION 21 – FIRST AMENDMENT ACTIVITY:
The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks.
If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group’s First Amendment rights, except if determined, in the Town’s sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: [Signature]

Event Organizer Name (Please print): Regina Jones

Signature: [Signature]  Date: 2/9/20
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Incorrect parking or blocking access to police vehicles before during and after event.

Approval: ☑ Approval Pending: _______ (see above) Denial: ____________

Signature: __________________________ Date: 2-21-2020

PUBLIC WORKS DIRECTOR:


Approval: ☑ Approval Pending: _______ (see above) Denial: ____________

Signature: __________________________ Date: 2-27-2020

CHIEF OF POLICE:


Approval: ☑ Approval Pending: _______ (see above) Denial: ____________

Signature: __________________________ Date: ____________

TOWN CLERK: (Liquor Licensing Approval)

Special Event Liquor License Applied For

Approval: _______ Approval Pending: ☑ (see above) Denial: ____________

Signature: __________________________ Date: ____________

TOWN MANAGER:

Must keep area to 70

Approval: ☑ Approval Pending: _______ (see above) Denial: ____________

Signature: __________________________ Date: 2-25-20
Town of Carbondale  
511 Colorado Ave  
Carbondale CO 81623  
970-963-2733  
Receipt No: 1162309  
Feb 19, 2020  

5 POINT FILM FESTIVAL  

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Duplicate Copy  
02/19/2020 2:52 PM
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT
AND ONE OF THE FOLLOWING:

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- FERMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY
- LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

5 Point Film Festival

04259574-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 Dolores Way
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

567 Colorado Ave
Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECEY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

Regina Jones

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

- NO
- YES

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

- NO
- YES

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?

- NO
- YES

LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>To</th>
<th>Date</th>
<th>Hours From</th>
<th>To</th>
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<td>April 24, 2020</td>
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<td>April 25, 2020</td>
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<td>10:30 pm</td>
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<tr>
<td>April 26, 2020</td>
<td>10:00 am</td>
<td>8:00 pm</td>
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OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereof, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

TITLE

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

LOCAL LICENSING AUTHORITY

DATE
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Roaring Fork Insurance
434 E Cooper St, Suite 203
PO Box 4313
Aspen
CO 81611

INSURED
5Point Film Festival
PO Box 355
Carbondale
CO 81623

INSURER(S) AFFORDING COVERAGE
INsurer A: Great American Insurance Group
INsurer B: Pinnacol Assurance
INsurer C:
INsurer D:
INsurer E:
INsurer F:

ATTACHMENT K

COVERAGES CERTIFICATE NUMBER: CL2011537433

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED IN OF</th>
<th>SUBSCRIBED WWR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE × OCCUR</td>
<td>PAC 3219448</td>
<td>09/10/2019</td>
<td>09/10/2020</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO WHSE: $100,000</td>
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<td>MED EXP: Any person: $5,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>PRODUCTS - COMBINED AGG: $2,000,000</td>
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<td>Liquor Liability: $2,000,000</td>
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<td>02/01/2021</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Mandatory in NH]</td>
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<td>EL. EACH ACCIDENT: $1,000,000</td>
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<td>09/10/2020</td>
<td>Each Occurrence: $100,000</td>
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<td>General Aggregate: $100,000</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed on the above General Liability policy as Additional Insured with respect to ongoing operations as required by written contract.

CERTIFICATE HOLDER
Town of Carbondale
511 Colorado Ave
Carbondale
CO 81623

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Wednesday, February 19, 2020

Town of Carbondale
Board of Trustees
511 Colorado Avenue
Carbondale, CO 81623

Ladies and Gentlemen of the Board:

I am writing on behalf of Regna Jones and the SPoint Film Festival. The Town of Carbondale Parks & Recreation Department has given the SPoint Film Festival permission to use the Carbondale Recreation & Community Center for the S Point Film Festival to be held April 21-26, 2020. The hours for set up, the festival, and break down include the following:

- April 21, 2020  6:00am - 11:00pm
- April 22, 2020  6:00am - 11:00pm
- April 23, 2020  6:00am - 11:00pm
- April 24, 2020  8:00am - 11:00pm
- April 25, 2020  8:00am - 11:00pm
- April 26, 2020  8:00am - 11:00pm

Additionally, I am granting permission for use of the Town Hall Parking Lot on Thursday, April 24, 2020, for use during their Van Life Rally. Please contact the Town of Carbondale Parks & Recreation Department if you have any questions.

Sincerely,

Jessi Rochel
Town of Carbondale
Recreation Programs and Community Center Manager
February 19, 2020

CRCC Facility use agreement, Rec Center Parking Lot, Rental for the 5 Point film festival

April 23, 24, 25, 26

Special Event Liquor License BOT review on Tuesday, March 10th, 2020

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff’s box.

If you have any pressing concerns about this event please contact me and contract can be amended to address those concerns.

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

970-510-1277 (O)  970-319-2494 (cell)

Parks & Recreation Director

Police Chief

Town Manager

Public Works Director

Town Clerk

Town Finance Director
TOWN OF CARBONDALE RECREATION & COMMUNITY CENTER RENTAL AGREEMENT

(FOR PUBLIC SPECIAL EVENTS OF MORE THAN 250 PARTICIPANTS)

This Agreement is made and entered into by and between the Town of Carbondale (TOWN), a home rule municipality of the State of Colorado and 5Point Film (RENTER) for the following function 5Point Film Festival whose address and contact information is as follows: Street or P.O. Box

2100 Dolores Way, Carbondale, CO 81623

Regna Jones - Executive Director

Cell: 970-260-4321

Email: regna@5pointfilm.org

The parties do hereby agree to the following:

1. PREMISE:

The site of the 5Point Film Festival (EVENT NAME) shall take place at the Carbondale Recreation & Community Center Premises (inside & outside) referred to as “CRCC”. (RENTER) is hereby granted an exclusive right of use according to the following schedule:

Tuesday, April 21, 6:00am - 11:00pm

Wednesday, April 22, 6:00am - 11:00pm

Thursday, April 23, 6:00am - 11:00pm

Friday, April 24, 8:00am - 11:00pm

Saturday, April 25, 8:00am - 11:00pm

Sunday, April 26, 8:00am - 11:00pm

Above total use of CRCC is 96 hours.

1.1 (RENTER) anticipates that the total number of attendees (including 100 staff & volunteers, and 200 guests & performers) at the EVENT will be approximately 2000 people.
2. EVENT MANAGEMENT PLAN:

(RENTER) shall provide EVENT MANAGEMENT PLAN to the Town of Carbondale Recreation Center Manager by February 21, 2020. This Event Management Plan requires a written narrative that covers each of the topic items listed below. Please use both the corresponding Letter listed & Topic Item (bold print) as a “Heading” for your required narrative.

A) Names of EVENT ORGANIZERS & STAFF PERSONNEL assisting and their phone numbers (including cell phone #)

Regna Jones - Executive Director - 970-260-4321 - regna@5pointfilm.org
Shannon Outing - Operations - 303-217-3343 - shannon@5pointfilm.org
Christine Helling - Guest Services/Box Office - 970-948-7779 - christine@5pointfilm.org
Tracy Wilson - Volunteer Manager - 970-710-1083 tracy@5pointfilm.org

B) SET-UP PLAN (describe set-up prior to actual event)

Set up will begin Tuesday April 21, 2020 at 6:00am and continue through Thursday during the hours denoted above. In the gym: Recreation Center will only be responsible for setting up back curtains. 5Point Film volunteers will set up surrounding curtains on the walls of the gym, a temporary stage at the far end of the gym, chairs and tables. We will use the allotted 400 chairs from the CRCC and Bethel Party Rental will deliver approximately 400 chairs along with a 20x30 tent, which will be placed just to the north of the covered courtyard. An additional 10 x 10 tent will be placed for box office and general information near the entrance to the rec center on the side of Colorado Avenue. Alchemy AV will also be present, setting up the lights and sound; their AV station will be at the NW corner of the gym. In and around the main foyer 5Point volunteers will be decorating and hanging signage throughout the CRCC; these will consist of basic drapes, paintings, prayer flags, posters, etc. An airstream will be positioned in the back of CRCC for the VIP area along with another 20 x 30 tent. The workout room and climbing wall will remain open during all set up times. On Thursday, April 23, the CRCC kitchen, lobby, outdoor pavilion entry, and two 20x30 tents will be set-up before the event begins. This will also include transporting beer into the kitchen and other serving stations, concessions into the foyer. Food trucks will be set up on the lawn area near the police station. Rosybelle bus as well as other partner tents will be set up in the back ½ of the parking lot directly behind the rec center. Detailed set-up and day of production timelines will be provided by April 17, 2020.

C) SITE MAP of CRCC (town provided) that shows locations where everything is taking place
D) EVENT SCHEDULE (listing set-up times, event times, and take-down/cleanup times)

Tuesday, April 21 - Alchemy to set up 6:00am - 11:00pm
Wednesday, April 22 - Set up: 6:00am - 11:00pm
Thursday, April 23 - Set up: 6:00am - Full parking lot in use: 10:30am - 11:00pm
Free High School Program: 1:00pm - 3:00pm
Van Life Opening Reception: 4:00pm to 7:00pm - Food Trucks 4:00pm - 7:00pm
Film Program: 7:00pm - 10:00pm
Friday, April 24 - Food Trucks 4:00pm - 7:00pm - Film Program: 7:00pm - 10:00pm
Saturday, April 25 - Kids Program: 11:00am - 12:30am
Ice Cream Social 12:30pm - 2:30pm - Feature Film: 2:30pm - 5:00pm
Food Trucks Open: 10:00am - 2:30pm and 5:00pm - 7:00pm - Film Program: 7:00pm - 10:00pm
Sunday, April 26 - Film Program 12:00pm - 2:30pm - Feature Film: 3:00pm - 5:30pm

Clean up begins immediately following the last film for each program night. On the last night, Sunday, April 26, we will have the gym and lobby completely broken down and vacated. Decorations will be removed, chairs broken down, Alchemy will remove equipment, trash will be removed, etc. Bethel Party Rental will take down tents and remove all rental equipment from outside of the venue on Monday. A thorough cleaning will take place Sunday evening after the space is cleared.

E) MAP OF LIQUOR LICENSE POINT OF SALE (with locations of entrance/exit gates, security personnel, and fencing locations (if applicable) used to secure & prevent alcohol taken off premise)

See attached

F) CROWD MANAGEMENT PLAN (describe staff & security approach to unruly patron behavior, alcohol intoxication, illegal drug use/possession, refusal to leave if requested)

5Point Film will have at least eight (8) volunteer security personnel, which will be posted at every entrance/exit to make sure that no alcohol leaves the premises. Over consumption will be curbed ahead of time by bartenders and unruly behavior will not be tolerated. 5Point has trained security volunteers in friendly intervention who have sufficient event experience should an issue arise. We will also have TIPS trained 5Point volunteers and staff that will oversee checking IDs, the sale and service of alcohol. Alcohol service will end at 10:00pm every night of the show i.e. one half hour before the event concludes. (Except Sunday at 8pm)
G) ON-SITE PARKING MANAGEMENT PLAN (describe north parking lot staffing)

5Point Film will have a volunteer parking person on hand before each event to oversee parking lot.

H) OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN (may be required – #2.5 below)

I) LOADING & UNLOADING PLAN (describe policy & procedure for getting equipment in)

As with previous years, we will use the rear gym door and front door to load and unload. Chairs, AV equipment, food/beverage, and decorations will all use these two entry/exit points. 5Point Film and Alchemy will be conscious of the neighbors and noise level with regard to the timing of the load in/load out and sound checks. Exterior doors will remain shut after 10:00pm.

J) CONCESSIONAIRE LOCATIONS (describe locations & required Town sales tax submittal)

Concessions will take place under the awning over the entrance and in the main foyer. During the opening reception on Thursday and subsequent receptions Friday, Saturday, and Sunday. Food truck vendors will be selling food in the grassy lot behind the Town of Carbondale government building each day of the festival. Food will be sold both inside the CRCC and outside in the tent. Vendors selling food will be required to have the proper sales tax permitting. During all film programs, beer and wine will be sold from the kitchen inside the gym, in the tented "Libation Station" near the food trucks on the grassy area, and in the VIP area. 5Point Film will adhere to the proper sales tax licensing procedures and report for this event. Bar will close at 1 0:00pm each night, one half hour before program ends.

K) SIGNAGE PLAN (describe signs RENTER is providing; see list below)

- Kinds of shoes prohibited on gym floor to prevent damage (discuss with CRCC staff)
- Smoking area, dance floor area, portable toilet area, parking signs, emergency access, etc.
  5Point Film will provide adequate restroom signs and parking signs. There will not be a designated smoking area nor will we have a dance floor.
- No carry-in or carry-out of alcohol or glass on CRCC PREMISE for public events.
  5Point Film will manage with security personnel at each entrance/exit and “no alcohol beyond this point” signage.
- No open containers of alcohol allowed on CRCC PREMISE (except in licensed area)
- No cameras, cell phones, recording devices (optional depending upon event)
- No dogs allowed on CRCC PREMISE
- No unauthorized vending on CRCC PREMISE Vendors must have a current Town Sales Tax License

L) TRASH PLAN (see below #3)

5Point Film will have designated staff to manage trash disposal during the event, making sure that recycling is properly managed and trash is emptied properly. Composting and recycling will be trucked out via Evergreen Events by April 26, 2020.

M) SANITATION TOILET PLAN (additional portable toilets may be required - see below #4)

2.1. (RENTER) shall be responsible for maintaining an emergency access to CRCC, to the satisfaction of TOWN and/or the Carbondale & Rural Fire Protection District.

2.2 (RENTER) understands that vehicles are not allowed on grass or xeriscape areas within outside CRCC PREMISE, and only within designated parking areas. Loading and unloading plan required.
   Port-a-potties will be delivered by Mountain Waste on Wednesday, April 22nd and removed on the morning of Monday, April 27th. Access will be through the back parking lot.

2.3 (RENTER) shall coordinate with Recreation Center Manager and/or Police Chief that adequate security is provided within CRCC before, during and after event.

2.4 (RENTER) shall be responsible for paying for all property, equipment, and facility damage (whether inside or outside) to CRCC as a result of hosting this special event. If damage deposit funds held by TOWN are insufficient to cover damage, (RENTER) shall be required to pay any additional repair costs plus 15% once notified by TOWN to do so by a certain time or date.

2.5 (RENTER) may be required to provide for the management of pedestrians, bicycles, and vehicular traffic at all EVENT activity locations, including the CRCC, its north parking lot, Colorado Avenue, 4th Street and 6th Street. If required, an OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN shall be delivered to the Recreation Center Manager by N/A, who will coordinate and get approval for this plan by the Public Works Department and Police Department.

3. TRASH PLAN:
   (RENTER) shall provide for the pick-up and removal of all trash and recyclable materials, both on and off the EVENT site, which results from hosting the EVENT (town dumpster(s) on site may not be used).
3.1 It is the responsibility of (RENTER) to collect refuse from CRCC at the close of the EVENT. (RENTER) may comply by (1) hiring a trash contractor who provides appropriate container(s); (2) provides Town approved containers at its expense; or (3) provides a refuse removal plan that prevents the accumulation of refuse. 5Point has contracted Evergreen Zero Waste to handle trash, recycling, and compost for the duration of the EVENT.

3.2 (RENTER) shall provide a plan or their contract for removal of trash and recyclable materials so that it occurs no later than April 27, 2020 from within CRCC, and no later than April 27, 2020 from off the CRCC Premises.

4. SANITATION TOILET PLAN:

4.1 Additional outside sanitation portable toilets may be required at CRCC for EVENT. (RENTER) may be required to contract with a Sanitation Provider to install two (2) to six (6) portable toilets at CRCC depending on number of expected attendees.

If required, a written plan for locating and maintaining portable toilets shall be provided to Recreation Center Manager. (RENTER) shall remove all waste disposal in accordance with applicable State laws, and all portable toilet facilities shall be removed from CRCC Premises no later than April 27, 2020.

4.2 (RENTER) is responsible for keeping clean and stocking toilet paper within portable toilets from beginning to end of EVENT.

4.3 (RENTER) shall provide their staff to ensure CRCC inside bathrooms are kept clean, sanitary, and picked up during EVENT. Notify Rec. Dept. staff if toilet paper is needed.

5. CRCC RENTAL USER FEE & CLEANUP/DAMAGE DEPOSIT FEE:

5.1 (RENTER) shall submit payment in the form of a check, cash, or credit card (Master card, Visa, Discovery) payable to: CARBONDALE RECREATION & COMMUNITY CENTER, for the CRCC RENTAL AGREEMENT USER FEE.

5.2 A separate transaction with check, cash or credit card payable to: TOWN OF CARBONDALE for the CRCC CLEANUP/DAMAGE DEPOSIT FEE

5.3 These fees must be paid in full to Recreation Center Manager no later than February 21, 2020.

All or a portion of the cleanup/damage deposit fee may be utilized by the TOWN for the purpose of
payment of unforeseen costs necessary to insure and protect public safety during the EVENT, and to ensure the terms and conditions of this RENTAL AGREEMENT are fulfilled including cleaning fees after the event. The deposit shall not limit (RENTER) from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. If no damage is present, the damage deposit will be returned within 30 days after completion of (RENTER) use of the CRCC. The TOWN has the right to deduct from the damage deposit for losses sustained or amounts owed by the (RENTER) pursuant to this Agreement which may take longer than 30 days. An itemized list of deductions will be provided. (RENTER) understands that should illegal presence, consumption of alcoholic beverages or controlled substances occur on CRCC premises during the event by (RENTER) or guests, the full amount of the Damage Deposit may be forfeited to TOWN for violation of state and local liquor laws and the function may be terminated at the time of infraction.

6. LICENSES, PERMITS, AND FEES:
(RENTER) shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

7. TOWN OF CARBONDALE SPECIAL EVENT MALT LIQUOR PERMIT
REQUIREMENTS: (For Non-profits only) (RENTER) shall submit to Carbondale Town Clerk, Cathy Derby, the following required listed items by February 21, 2020:

(a) Town of Carbondale Special Event Liquor License Application (provided by Town Clerk or available on the Town of Carbondale Website, www.carbondalegov.org under the forms banner) accompanied by a $50.00 per day fee (check payable to: Town of Carbondale)

(b) Copy of Colorado Secretary of State Certificate stating (RENTER) is a non-profit corporation in good standing within the last two years (if applicable).

(c) Letter stating: Set-up plans for serving alcohol (AND) Policy plans for serving alcohol (TIPPS training, ID carding, wrist bands, etc.)

(d) Copy of deed, lease or written permission of owner for use of the premises.

(e) Location diagram map (8 1/2" x 11") of CRCC area to be licensed reflecting alcohol serving area, alcohol consumption control area with fencing, ropes, barriers, ingress & egress, location of ID checkers and security personnel. Note: If the event is to be held outside, please submit evidence of intended control, i.e. fencing, ropes, barriers, etc
8. INDEMNIFICATION:

(RENTER) agrees to indemnify Town of Carbondale, the Carbondale Recreation & Community Center, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the EVENT.

9. INSURANCE: applicable to events open to the public, not applicable for private, invitation only events. (RENTER) shall obtain general liability insurance coverage in an amount and form acceptable to the (TOWN), naming the TOWN OF CARBONDALE as an additional insured and insuring TOWN OF CARBONDALE and its officers, agents and employees against any and all liability and damages which may arise out of or directly or indirectly result from the conduct of the EVENT. The minimum limits and requirements of the coverage shall include:

* $1,000,000 per occurrence primary coverage, and $2,000,000 annual aggregate
* Host and general liquor liability insurance in the same amounts listed above
* $1,000,000 personal and advertising injury coverage; and
* $50,000 fire damage. Certificates of insurance shall be provided to CARBONDALE Town Clerk by February 21, 2020 and a copy to the Recreation Center Manager by February 21, 2020.

10. CANCELLATION OF EVENT:

The EVENT may be canceled by the Town of Carbondale Town Manager, the Recreation Department Director, the Recreation Center Manager, or his/her designee, if the terms of this Agreement are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, TOWN shall remit to (RENTER) all damage deposits minus any expenditures incurred by CRCC. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation. The renter will forfeit 100% of reservation deposit, which is 50% of the facility rental fee if they fail to cancel rental within one week (7 days) of the event. If the rental is cancelled 7 days or more in advance the renter will lose 10% of their reservation deposit as a booking fee due to our inability up until that time to rent the space and potential lost revenue.

11. RELEASE OF LIABILITY:

TOWN or CRCC assumes no responsibility whatsoever, for any non-municipal property used within CRCC PREMISES, and TOWN is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of (RENTER), its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy of CRCC PREMISES under this Agreement.
12. AUTHORITY TO CONTRACT:
TOWN and (RENTER) represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of TOWN and (RENTER) enforceable against the respective parties in accordance with the terms hereof.

13. ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due thereunder, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

14. FIRST AMENDMENT ACTIVITY:

The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks. If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group’s First Amendment rights, except if determined, in the Town’s sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: [Signature]
RECREATION CENTER MANAGER REVIEW AND COMMENTS:
Bring towels/ags for bar, do NOT send shipments to ice center; nothing delivered prior to week off.
Address to Spot directly; do not use kiddee bathroom.

RECOMMENDATION: APPROVAL: X  DENIAL: 
Signature: [Signature]
Conditions Suggested:
Watch overserving VIP guests; use different colored wristbands; consider for event vs drinking.

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:
Exit must remain free of equipment and have emergency exit signs visible to patrons. Maintain ADA accessibility.
Dine area on deck; 800 max for chairs due to capacity limits.

RECOMMENDATION: APPROVAL: X  DENIAL: 
Signature: [Signature]
Conditions Suggested:

POLICE CHIEF REVIEW AND COMMENTS:

RECOMMENDATION: APPROVAL: X  DENIAL: 
Signature: [Signature]
Conditions Suggested:

TOWN MANAGER REVIEW AND COMMENTS:

RECOMMENDATION: APPROVAL: X  DENIAL: 
Signature: [Signature]
Conditions Suggested:
If wet food trucks must be placed on cement, plywood or similar.
CRCC Special Event Public Rental Agreement 250 or more participants

**TOWN OF CARBONDALE:**

Town Manager
(if needed)

3/3/2000

Date

**EVENT REQUIREMENTS APPROVED:**

Eric Brandlinger
Parks & Recreation Director

2/21/2020

Date

**LIQUOR LICENSING APPROVAL:**

Cathy Derby
Town Clerk

Pending Cathy D.
3/2/2020

Date

DATE

CRCC Manager

2/19/2020

Date

Gene Schilling
Police Chief

3/3/2020

Date

(EVENT NAME) _5 Point Film_

Event Organizer Signature
Authorized To Sign Agreement

Regina Jones
2/19/2020

Event organizer name printed

Date
EXHIBIT A: Security

Security: An adequate number of properly trained and qualified security guards, that work for a bonded & insured company, whose main business purpose is to conduct event security, shall be provided, at RENTER cost, by RENTER, if deemed necessary by TOWN staff. Security is required for all events that are invitation only/private rentals of CRCC space when alcohol is served. Non-profit sponsored public events that have processed a Special Event Liquor License, may have this requirement waived, if they can provide an adequate number of trained volunteers and a comprehensive event management plan that mitigates staff concerns for public safety, event monitoring and the following of applicable federal and state laws.

General Guidelines:
- a. RENTER is required to provide security for special events over 150 people at the CRCC.
- b. Until the security personnel arrive, alcohol at the event will not be allowed to be served.
- c. Security is required to arrive fifteen (15) minutes prior to the beginning of the event. Based on the number of people and type of event, one (1) to five (5) officers are required to remain continuously for the duration of the event and until the premises have been completely vacated and locked.
- d. Security personnel shall:
  1. Monitor to ensure that no under-age alcohol consumption or illegal drug use occurs.
  2. Monitor for fighting or other inappropriate behavior.
  3. Monitor event to ensure that only expected / invited persons are admitted to the event.
  4. Monitor the number of persons admitted based on the Agreement.
  5. Monitor rental space and all associated public areas.
  6. Monitor event attendees to ensure that they remain in appropriate areas and not in off-limits areas in or around the facility.
  7. Monitor parking lot area hourly.
  8. Other appropriate duties related to security and event monitoring as requested by person-in-charge of event and / or Event Coordinator.

Events without alcohol Security Ratios (# of Participants: Security Personnel)

| 0-149 | 0-1 security personnel | _______ # required |
| 150-250 | 1-2 security personnel | _______ # required |
| 250-600 | 3-5 security personnel | _______ # required |

Events with alcohol Security Ratios (# of Participants: Security Personnel)

| 0-149 | 0-2 security personnel | _______ # required |
| 150-250 | 2-3 security personnel | _______ # required |
| 250-600 | 4-5 security personnel | _______ # required |

For private / invitation only events: Attach a signed copy of security contract, displaying number of security guards and hours they will be employed for your function. Security must be present anytime alcohol is served and must remain until the facility is locked up and staff has safely exited the premises & the property. Contract Due date: _______ Date received: _______

For Non-Profit Special Events with liquor licenses: Event management plan satisfies security requirement. _Y_ Yes _N_ No (If not, event must comply by hiring a security company and providing a signed copy of security contract, with # of security guards & hours.)

Contract Due date: 2/12/19 Date received: 2/12/19

I have read the above Agreement, and will comply with it during my use of the CRCC Premises.

Renter Signature: [Signature] Name Printed: Regina Jones Date: 2/19/20
<table>
<thead>
<tr>
<th>Amenity</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
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<td>Full Gymnasium Rental</td>
<td>$95</td>
<td>$473 / $663</td>
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<td>$100 x 2 = $200</td>
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</tr>
<tr>
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<td>$100 / $200</td>
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</tr>
<tr>
<td>Lobby &amp; Patio</td>
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<td>$121 / $168</td>
<td>$100 / $200</td>
<td>$100 x 2 = $200</td>
<td></td>
</tr>
<tr>
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<td>$1029 / $1439</td>
<td>$1000 / $2000</td>
<td>$1439 x 4 = $5756</td>
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<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/ft x 45 hours</td>
<td>$24 x 35 = $840</td>
<td></td>
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</tr>
</tbody>
</table>

(21 after hours + 6 hrs gym buff + 8 hrs covering/uncovering skylights and curtain setup/takedown)

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
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<tbody>
<tr>
<td>Full Gymnasium Rental</td>
<td>$121</td>
<td>$604 / $840</td>
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<td>Multi-purpose room</td>
<td>$37</td>
<td>$184 / $257</td>
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<td>$100</td>
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<tr>
<td>Lobby &amp; Patio</td>
<td>$24</td>
<td>$121 / $168</td>
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<td>$100</td>
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<td>$1265 / $1775</td>
<td>$1000 / $2000</td>
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<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/ft x ___ hrs + 3 hr gym buff =</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Security</td>
<td>$24/hr/office x ___ # of guards x ___ hrs =</td>
<td></td>
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</tr>
</tbody>
</table>

*Underlined = rental rates for functions serving alcohol from 250 participants and up*

**Equipment & Amenities**

- **Chairs (250 included w/rental)**
  - $2 each additional
  - Equipment rental fee: Waived by volunteers

- **Curtain (4 sections) 20' tall x 10' wide**
  - $35 per section
  - (Staff Time = 2 staff x 2hrs x $24/hr) $96/ setup & $96/takedown
  - $140.00

- **Stage (4 ft by 8 ft sections: 12 sections)**
  - $20 per section
  - (Staff Time = 2 staff x 2hrs x $24/hr) $96/ setup & $96/takedown

- **Bounce House**
  - $75/hr

**Reservation Deposit**

- 50% of facility charge: $3,999.00
- Balance Due: $3,999.00
- Reserved $3,999.00
- Paid Date 1/25/19

**Refundable Damage Deposit Amount**

- CK # 35471
- Cash $2,000.00
- Received 1/25/19
- Returned

**Expiration Date**

- Name on Card
- CVC
- CVC
Exhibit B: Occupancy Loads and Fee Structures

CRCC facilities to be used.* Maximum capacity for entire building cannot exceed 1,483 None of the fire exits can be blocked with renter equipment and all exit signs must always be visible and on.

**Gymnasium** Net Floor Area: 6,300 Sq. Ft.
Occupant Load (concentrated, chairs only not fixed): 900
Occupant Load (standing space): 1,260
Occupant Load (unconcentrated, tables & chairs): 420

**Activity Multi Purpose Room** Net Floor Area: 315 Sq. Ft.
Occupant Load (concentrated, chairs only not fixed): 45
Occupant Load (standing space): 63
Occupant Load (unconcentrated, tables & chairs): 21

**Lobby** Net Floor Area: 798 Sq. Ft.
Occupant Load (standing space): 160
Exhibit C: Renter’s Responsibility During Facility Rentals

Please read and initial all responsibilities of the Renter before during and after your party, if you have any questions about these policies please ask a manager so we can explain these policies better. If policies are broken it will result in a loss of your security deposit in the amount that it takes to remedy the situation.

- Tables and chairs will be left in the lobby or gym. It is the renter’s responsibility to set up all tables and chairs in the renter’s designated spots.
- After event is over tables must be wiped down with disinfectant and stored back in the activity closet. Staff will be available to show where these tables should be stored.
- All chairs must be stacked back on the chair carts, 22 chairs high, and stored at Town Hall in the storage area. CRCC staff can show you exact location for storage. Any chairs that appear dirty must be wiped down.
- It is the renter’s responsibility to cover the surface of the floor with carpet tiles. Carpet tiles should be placed under all rented tables and chairs, sound equipment or anything that may have heavy use and potential wear and tear on the floor must be covered with tiles.
- Carpet tiles should be cleaned off at the end of the event and placed back on the carpet tile caddy in the Gym Storage area.
- It is the Renter’s responsibility to dispose of all garage accumulated at their event. Garage left outside or inside the facility will result in loss of part of your security deposit.
- CRCC staff are NOT responsible to clean the facility during or after the rental. Their duties are to supervise the renter’s cleanup and assist with any questions the renters or guests may have. CRCC are Responsible for setting up and taking down the stage, curtains and any sound equipment rented.
- All spaces rented must be cleaned up properly, please see below:
  - **Kitchen:** The kitchen countertops should be wiped down with disinfectant spray. Any appliances used such as the refrigerator, stove, dishwasher, and microwave should be cleaned to its original state. Everything brought into the kitchen should be moved out by the end of your rental period. The floor should be swept and mopped. Please do not remove any CRCC equipment including utensils.
  - **Gym:** Everything must be out of the gym by the end of your rental agreement which includes: tables and chairs, sound and lighting equipment, carpet tiles, garbage cans, decorations, and etc. The gym floor should be swept including under the bleachers, and any large spills should be hand mopped by the renter. CRCC staff will be responsible to buff out the floor the following day with our scrubber. Any damage to the floor will be noted on your rental agreement and taken out of your security deposit. If gym is not properly cleaned up by the end of the night you will be charged additional fees for staff time to clean up any messes.
  - **Bathrooms:** It is the renter’s responsibility to clean the bathrooms at the end of the night. All bathrooms must be swept and mopped if needed. Any toilets or sinks that are dirty must be cleaned. If trash is overflowing one must remove the trash and put in new trash liners. CRCC staff will be available to assist in changing out toilet paper.
  - **Lobby:** The lobby must be swept and mopped at the end of the night. It is the Renter’s responsibility to wipe down all lobby furniture. Trash cans should be emptied and trash disposed of.
  - **Outside Patio:** The patio must be swept. Tables wiped down. All garbage disposed of.
  - **Activity Room/Multipurpose Room:** It is the Renter’s responsibility to have everything out of the activity room by the end of the rental agreement. Floor should be vacuumed. Tables and chairs used in this room should be put away. The small bathroom inside this room should be cleaned properly. All trash must be discarded.

By signing the line below I fully understand my duties and responsibilities as a renter and understand that by not following CRCC’s policies it will result in loss of my security deposit.

(Renter’s Signature)  
(Reyna Jones)  
(Renter’s printed name)
EXHIBIT D

CRCC Special Event Rental 250 plus participants

Rental Check List for Damage Deposit Return

Following rental, all rooms used by (RENTER) will be thoroughly checked by CRCC staff. Any infraction of the Agreement or CRCC Policies may result in a portion or all of damage deposit being retained by TOWN. User agrees to reimburse the TOWN for any cost that exceeds the damage deposit. Signing of this document does not release User from these obligations. Please Sign that you have read and understood this exhibit:

RENTER ___________________________ Date: 2/19/20

<table>
<thead>
<tr>
<th>Check List:</th>
<th>Acceptable</th>
<th>Unacceptable</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled</td>
<td>Actual Usage</td>
<td>Notes: Additional staff cleaning or repair time will be deducted at the rate of $40/hr/staff</td>
<td></td>
</tr>
<tr>
<td>Time Set-Up began</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time Clean-up Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Guests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables &amp; Chairs Clean/Undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Bagged and removed from facility (Town Dumpster not available for Event Trash)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spills Mopped/Floor Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorations Removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Equipment Intact (Furnishings, Lamps Etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathrooms show no obvious wear or filth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Renter Equipment Removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnasium Floor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity/flex room clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rented: (TV, Podium, microphone, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patio and Balcony furniture clean/undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside area clean/undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Returned, if Issued</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>Other / Report of Incident</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Called? Incident Report filled out?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total amount charged:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Coordinator/Attendant ____________ Date 2/19/20
Exhibit E: CRCC Load-in & Load-out Specifications and Rules

Load-in can take place from North, South or West Entrance to facility. Load-out can only take place from North & South entrances or North gym door. No load-out is allowed late at night out of the West gym entrance due to the proximity of residential neighborhoods. All gym doors must remain closed when amplified music or live music is present. Carpet tiles must be used on the gym floor for load-in and load-out of heavy equipment. No vehicles are allowed on the promenade walkway or on any of the grass surrounding the building. No vehicles are allowed on the Promenade Walkway. Parking is available in the North Parking Lot, the South Parking Lot and in the overflow lot to the East of Town Hall.
CRCC Electrical Configuration: Provide this information to the DJ, Band, Audio Visual Company or other sub-contracted entity that will need this information. FYI-We do not have 220 volt service, only 110 volt, so older lighting and sound equipment will not work.
Exhibit G

Carbondale Recreation & Community Center Gym Stage Configurations

Gym is 80 feet wide x 129 feet 4 inches long. Stage can be set up anywhere in gym space and can be smaller than the configurations shown.

Stage Dimensions
40 inches tall
12 sections

16 feet
24 feet
8 feet
4 feet
32 feet
12 feet

Stage requires the following fees:

- $20 per stage section (4'x8') 12 sections available = $240.00
- 4 hours of additional staff time at $24/hr (2 employees + 2 hrs set up + 2 hrs takedown) = $192.00
- Full Stage set up fee = $432.00

Stage includes one bank of stairs with handrails and floor length black skirting around stage perimeter. Stage must be set-up and taken down by employees of the Town of Carbondale.
Come Experience Electric! In partnership with the 5Point Film Festival, CLEER is organizing an event that will allow attendees to learn about electric vehicles (EVs), pencil out Federal & State Tax credits and ongoing sales, and even get behind the wheel of a new EV and take it for a spin! The event will run from 10 am-12pm on Saturday, April 25 at the Carbondale Recreation Center. Attendees will meet in the parking lot directly to the North of the Recreation Center and are instructed to avoid the Police Department's parking lot directly adjacent to the East.
Carbondale Recreation & Community Center
567 Colorado Ave
Carbondale, CO 81623
(970) 510-1292

1 Block Reservation 7,998.00
5Point
5 Point 5 Point
5 Point 5 Point

----------
Total: 7,998.00
Paid CHECK: -7,998.00
----------
Change: 0.00

02/19/2020 03:08:49 PM
206106
ADMIN
17422

THANK YOU!
Town of Carbondale
511 Colorado Ave
Carbondale CO 81623
970-963-2733

Receipt No: 1162310
Feb 19, 2020

5 POINT FILM FESTIVAL

Previous Balance: .00
Deposits, Rentals, Leases
DAMAGE DEPOSIT-APRIL 21-26
2,000.00

Total: 2,000.00

Check
Check No: 3694
Total Applied: 2,000.00
Change Tendered: .00

Duplicate Copy
02/19/2020 2:54 PM
To: Mayor Dan Richardson and
   Carbondale Board of Trustees

From: Gene Schilling
   Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for the COVENTURE Hive Woman’s Network event on March 12th, 2020

Date: March 5th, 2020

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the COVENTURE Hive Woman’s Network event scheduled for Thursday, March 12th, 2020 from 4pm to 9pm at 201 Main Street in Carbondale, Colorado.

Jonathan Stokely/Event Manager

I recommend approval of this liquor license.
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT
AND ONE OF THE FOLLOWING:

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY

LICOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
   COVENTURE

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
   201 Main Street, Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT
   201 Main Street, Carbondale, CO 81623

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE
   Jonathan Stokely

NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER
-----------------------------------
Jonathan Stokely | | | |

5. EVENT MANAGER
   Same

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
   BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
   X YES 1
   NO

7. IS PREMISES NOW LICENSED UNDER
   STATE LIQUOR OR BEER CODE?
   X NO
   YES

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES
   TO BE LICENSED?
   X YES
   NO

LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 12 2020</td>
<td>4 PM</td>
<td>9 PM</td>
</tr>
</tbody>
</table>

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all
attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE: Jonathan Stokely

TITLE: Cofounder & Director of Growth

DATE: 02/12/20

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is
satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12,
Article 48, C.R.S., as amended

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE | TITLE | DATE
---------|------|------

LOCAL LICENSING AUTHORITY

ATTEST
Feb. 12, 2020

To whom it may concern;

As landlord of 201 Main St and the Chairman of COVENTURE, I give my permission for COVENTURE and Hive Woman’s Network to host an event on Mar. 12, 2020 in COVENTURE space in 201 Main. St.

We are co-hosting a workshop with Hive Woman’s Network, a local organization committed to empowering woman entrepreneurs. We are proud to support this important organization in its mission to help educate our community on the positive impact of woman entrepreneurs.

Please contact our Executive Director, Michael Lowe (mike@coventure.io) for further details.

Regards,

Sincerely,

T. Tyler Moebius
201 Main Street
Suite 101B
Carbondale, CO 81623
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Social Bridge

is a Nonprofit Corporation

formed or registered on 03/31/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171258711.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/12/2019 that have been posted, and by documents delivered to this office electronically through 09/16/2019 @ 14:54:05.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/16/2019 @ 14:54:05 in accordance with applicable law. This certificate is assigned Confirmation Number 11802496.

[Signature]
Secretary of State of the State of Colorado

*****************************************************************************End of Certificate*****************************************************************************

Note: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site http://www.sos.state.co.us/hit/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site http://www.sos.state.co.us/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions".
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT
AND ONE OF THE FOLLOWING:

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARISTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
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- POLITICAL CANDIDATE
- MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOS AND SPIRITOUS LIQUOR $50 PER DAY

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
   COVENTURE

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
   201 Main Street, Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT
   201 Main Street, Carbondale, CO 31623

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jonathan Stokely</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. EVENT MANAGER
   Same

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
   X YES
   HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
   X NO
   YES TO WHOM?

8. DOES THE APPLICANT HAVE Possession or written permission for the use of the premises to be licensed?
   X YES
   HOW MANY DAYS?

LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

<table>
<thead>
<tr>
<th>Date</th>
<th>March 13 2020</th>
<th>Date</th>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours From</td>
<td>4 PM m</td>
<td>Hours From</td>
<td>m</td>
<td>Hours From</td>
</tr>
<tr>
<td>To</td>
<td>9 PM m</td>
<td>To</td>
<td>m</td>
<td>To</td>
</tr>
</tbody>
</table>

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Jonathan Stokely
TITLE Cofounder & Director of Growth
DATE 02/12/20

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE
TITLE
DATE

LOCAL LICENSING AUTHORITY
ATTEST
Feb. 12, 2020

To whom it may concern;

As landlord of 201 Main St and the Chairman of COVENTURE, I give my permission for COVENTURE and Carbondale Arts / Green is the New Black to host an event on Mar. 13, 2020 in COVENTURE space in 201 Main. St.

We are co-hosting a kick-off event for Green is the New Black Fashion Show featuring local designers to discuss the business of fashion with local entrepreneurs. We are proud to support this important organization in its mission to help educate our community on the positive impact of local arts and the business of design.

Please contact our Executive Director, Michael Lowe (mike@coventure.io) for further details.

Regards,

Sincerely,

T. Tyler Moebius
201 Main Street
Suite 101B
Carbondale, CO 81623
Beer Served / Consumed in this area in light blue
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

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is a

Nonprofit Corporation

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Meeting Date: March 10, 2020

TITLE: 2020 Chip Seal Program Contract

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: 2020 Chip Seal Agreement

BACKGROUND
On February 5, 2020, the Town solicited bids for the 2020 Chip Sealing Program. The request for quotations was sent to companies that have provided quotations in the past, posted on the Town’s website, and posted on the Western Colorado Contractors Association website.

DISCUSSION
The 2020 Chip Seal Program consists of applying oil and chips to approximately 36,100 square yards of Town streets. The 2020 Program will address streets shown on the map in Attachment “A” of the agreement.

The low quote for the project was $2.34 per square yard which compares to last year’s low quote of $2.25 per square yard. This is an increase of about 4% over last year’s low bid, but is still approximately 5.6% lower than the low bid in 2017. The reduction in cost compared to 2017 is related to changes in the specifications and methods implemented in 2018.

Two quotations were received for this year’s work as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>GMCO, LLC</td>
<td>Rifle, CO</td>
<td>$2.34</td>
<td>$84,474.00</td>
</tr>
<tr>
<td>United Companies of Mesa County</td>
<td>Grand Junction, CO</td>
<td>$2.85</td>
<td>$102,885.00</td>
</tr>
</tbody>
</table>

GMCO has performed chip sealing for the Town for many years. They have been good to work with, and have provided a high-quality end product for the Town. Staff recommends that the Board accept GMCO’s bid for the project and authorize the Mayor to execute the attached agreement for the work.
FISCAL ANALYSIS
The unit price for this year’s chip sealing is approximately 4% higher than last year. The 2020 budget contains $150,000.00 for the Street Resurfacing Program which includes chip sealing, crack sealing, and striping.

Crack Sealing Program Cost:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application cost at $1.45/pound</td>
<td>$21,750</td>
</tr>
<tr>
<td>Estimated Bituminous material cost</td>
<td>$10,000</td>
</tr>
<tr>
<td>Crack Sealing Program Cost</td>
<td>$31,750</td>
</tr>
</tbody>
</table>

Total Street Surface Program Cost:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing Program cost</td>
<td>$31,750.00</td>
</tr>
<tr>
<td>Chip Seal Program cost @ 2.34/sqyd</td>
<td>$84,474.00</td>
</tr>
<tr>
<td>Estimated Street Surface Program cost</td>
<td>$116,224.00</td>
</tr>
<tr>
<td>Street Surface Program budget</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Budget Remaining for Striping</td>
<td>$33,776.00</td>
</tr>
</tbody>
</table>

RECOMMENDED MOTION
Staff recommends that the following motion be approved: **I move to approve, and authorize the Mayor to sign, the 2020 Chip Seal Program agreement with GMCO, LLC.**

Prepared by: Kevin Schorzman

__________________________
Town Manager
2020 Town of Carbondale
Chip and Seal Program

CONSTRUCTION AGREEMENT
(unit prices)

THIS AGREEMENT is entered into by and between GMCO, LLC, a Colorado Limited Liability Company, P.O. Box 1480, Rifle, CO 81650 (“Contractor”), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (“Town”). This Agreement is to be effective March 10, 2020, regardless of the date of signature(s) below.

For good and valuable consideration, the parties agree as follows:

1. **Work.** The Town desires to complete chip seal improvement work, within the Town of Carbondale as described in Attachment A. All of the Work will be directed and overseen by the Town’s Public Works Director. Contractor is willing to perform this Work upon request of the Public Works Director at the rates set forth in Attachment B.

2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the unit prices for chip and seal application set forth on Attachment B (“Contractor’s Compensation”). Contractor shall provide the Town with a performance and payment bond in an amount no less than 100% of the cost of the project in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond shall be included in the unit price for the work performed, and shall not be compensated directly.

3. **Payment.** In consideration for Contractor's performance of the Work, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor's Compensation shall be payable to Contractor in one payment for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Town shall make said payment for the Work to Contractor no later than thirty-one (31) days after the Work is completed and accepted by Town. It shall be a condition precedent to the payment of Contractor that Contractor submits waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Title to all materials shall pass to Town upon final payment. Town may make the check for full and final payment payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor’s Compensation.

4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor’s personnel, any subcontractors, and operations.

5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement or the Work.

6. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
The Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Contractor shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

7. Contractor’s Obligations. All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town’s satisfaction and approval. The Contractor shall clean up all debris generated by its work and shall keep mud from the street and near the site. Contractor shall also perform as follows:

a. Contractor shall supervise and direct the Work, using Contractor's best skill and attention, and Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary to complete each Job in a workmanlike manner in strict accordance with the Contract Documents. Contractor accepts the relationship of trust and confidence established between the Town and Contractor by this Agreement. Contractor represents, covenants and agrees to furnish efficient business administration and superintendence, to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

b. Contractor warrants to the Town that all materials incorporated in the Work will be new unless otherwise specified in the Contract Documents, that all Work and materials will be free from faults and defects not inherent in the quality required or permitted under the Contract
Documents, and that all Work and materials will be in conformance with the Contract Documents and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective.

c. Contractor shall at all times keep all worksites and all adjacent trails and public streets free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the Premises, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials on or about the Premises.

d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

e. All claims which Contractor has or wishes to assert against Town must be presented in writing to Town not later than ten (10) days after Contractor is aware or should have been aware that a claim will or does exist, or such longer time as may be required by law, even though the exact nature of the claim and the amount of the claim may not be determinable at that time. The nature of the claim and the amount of the claim must be presented to Town in writing as soon thereafter as Contractor has or should have had such information, and Contractor hereby waives all claims not presented as provided herein.

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor's or its sub-contractors' control. In no case shall the completion date listed on the schedule be beyond the completion date listed in paragraph 11.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred
by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

8. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ALL OTHER OWNERS OF LAND UPON WHICH THE WORK WILL OCCUR, AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS INDEMNITY OBLIGATION SHALL INCLUDE PAYMENT OF ANY ATTORNEYS’ FEES OR COSTS INCURRED BY THE TOWN IN DEFENSE OF ANY INDEMNIFIED CLAIM.

9. **Insurance.** Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

   a. Workers’ Compensation complying with the laws of the State of Colorado and Employer’s Liability Insurance in an amount not less than $1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

   b. Comprehensive Automobile Liability Insurance in an amount not less than $1,000,000.00 combined single limit.

   c. Commercial General Liability Insurance with an installation floater in an amount not less than $1,000,000.00 per occurrence, specifically insuring Contractor’s indemnification obligation under this contract.

   Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers’ Compensation and Employer’s Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town, shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26, which policies must provide coverage to the Town that is primary with respect to any other insurance carried by said entities. Additional insured coverage shall include products and completed operations coverage. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon
request. Insurance similar to that required of Contractor shall be provided by all subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor’s operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

10. **Subcontractors.** The subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Subcontracting will be performed only with the permission of the Town. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town’s prior written consent and approval.

11. **Timing.** Time is of the essence. All Work shall be completed by Contractor between May 18, 2020, and June 30, 2020, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.

12. **Performance.** Payment may be withheld by the Town on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) damage to Town or another contractor, or (5) failure to timely carry out the Work in accordance with the Contract Documents. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor in connection with the Work except those previously made in writing and identified by Contractor as unsettled on Contractor's Application for Payment for the Work.

13. **Lien Waivers.** At the time of final payment for each work item or project requested by the Town, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after the work item or project has been fully performed by the Contractor and the Town has accepted the Work.

14. **Change orders.** The Town may order changes in the Work consisting of additions, deletions or modifications, the Contractor's Compensation and time for completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town. The Contractor's Compensation and time for completion may be changed only by Change Order. Cost or credit to the Town from a change in the Work shall be determined by mutual agreement. No aspect of the Contract Documents provided after the date of this contract shall be deemed a change in the Work, unless the particular Contract Document represents a change in the scope of Work (including detail) which was not and could not have been reasonably inferred or anticipated by Contractor, as an experienced and prudent contractor.

15. **Breach waivers.** In the event that either party hereto waives a breach of this Agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

16. **Defective Work/Corrections/Warranties.** Contractor shall promptly correct any Work found to be defective within two years from the date of completion of the work item or project or
within such longer period of time as may be prescribed by law. Contractor also guarantees all equipment, material, supplies, and work furnished on the job against defects for two years from final completion of the Work. Contractor agrees, at its sole cost, to make all repairs and correct such defects under the warranty. Failure to correct such defects within the required time shall constitute a breach of this Agreement. Contractor expressly agrees that all warranties made by Contractor in this Agreement shall survive the termination of this Agreement and completion of the Work.

17. **Termination.**

   a. If Contractor does not fully comply with the terms of this Agreement or any other contract documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor.

   b. The Town may also, at any time, terminate for its own convenience any part of the Work or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work thereafter performed by Contractor in terminating such Work including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town. In case of such termination, the Town will issue a Change Order making any required adjustment to the scheduled date of completion and/or the Contractor’s Compensation for the Work.

   c. In the event of termination, the Town may offset against any sum due Contractor under the Contract Documents the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

18. **Dispute Resolution.** This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys’ fees and costs, including expert witness fees.

19. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

20. **Town Budgeting/TABOR compliance.** The Town has appropriated funds out of its 2017 budget in the amount of Contractor’s Compensation. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change order shall issue which causes the aggregate amounts to be paid by the Town pursuant to this contract to exceed the amount appropriated.

21. **Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees
are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the equal opportunity laws. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, State, or local laws and regulations.

22. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-1, et seq., C. R. S., as amended.

23. **Negotiation and Drafting of Agreement.** The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely because of said party’s drafting of this Agreement.

24. **Agreement Administration and Notice.** For purposes of administering this Agreement, the Town’s Public Works Director shall represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town:  
Town Manager  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

Copy to:  
Town Attorney  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

To Contractor:  
Jim Terry, Member  
GMCO, LLC  
P.O. Box 1480  
Rifle, CO 81650

25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference
constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ______ day of ______________________, 2020.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ____________________________
   Dan Richardson, Mayor

ATTEST:

                       ____________________________

CONTRACTOR:

By: ____________________________
   ________________
   ____________
   Jim Terry, ENCO LLC

STATE OF COLORADO   )
COUNTY OF GARFIELD  ) ss.

The foregoing AGREEMENT was acknowledged before me this 25 day of __________, 2020 by _________________________.

Witness my hand and official seal.

My commission expires: 04/03/2022

JENNIFER GOOLSBY
Notary Public
State of Colorado
Notary ID # 20184014784
My Commission Expires 04-03-2022

__________________________
Notary Public
## ATTACHMENT “A”

2020 Town of Carbondale Chip Seal Program

**STREET LISTING**

<table>
<thead>
<tr>
<th>Road</th>
<th>Square Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hendrick Road</td>
<td>9,840</td>
</tr>
<tr>
<td>Dakota Court</td>
<td>515</td>
</tr>
<tr>
<td>Mancos Street</td>
<td>1,760</td>
</tr>
<tr>
<td>Mesa Verde Avenue</td>
<td>4,180</td>
</tr>
<tr>
<td>Morrison Street</td>
<td>3,760</td>
</tr>
<tr>
<td>Redstone Avenue</td>
<td>1,805</td>
</tr>
<tr>
<td>2nd Street</td>
<td>11,360</td>
</tr>
<tr>
<td>Garfield Avenue</td>
<td>935</td>
</tr>
<tr>
<td>Euclid Avenue</td>
<td>520</td>
</tr>
<tr>
<td>Sopris Avenue</td>
<td>1425</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>36,100</strong></td>
</tr>
</tbody>
</table>
## ATTACHMENT "B"

### Town of Carbondale

#### 2020 Chip Seal Program Bid Form

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chip Seal Surfacing</td>
<td>36,100</td>
<td>SQYD</td>
<td>$2.34</td>
<td>$84,474.06</td>
</tr>
</tbody>
</table>

**Unit Price in words:** Two dollars and thirty-four cents per square yard

**Note:** When evaluating the bids, any discrepancy between the listed Unit Price and Total will be settled in favor of the Unit Price in words.

**Bid submitted on behalf of:** GMCO LLC of Colorado  
(Company)

**Bid submitted by:** Jim Terry, Member  
(Name and title of authorized agent)

**Date of bid:** 02/25/2020
Meeting Date: March 10, 2020

TITLE: 2020 Crack Sealing Program Contract

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: 2020 Crack Sealing Agreement

BACKGROUND
On February 6, 2020, the Town solicited quotations for the 2020 Crack Sealing Program. The request for quotations was sent to companies that have provided quotations in the past, posted on the Town’s website, and posted on the Western Colorado Contractors Association website.

DISCUSSION
The 2020 Crack Sealing Program consists of cleaning cracks and applying approximately 15,000 pounds of hot bituminous material in the voids. The 2020 Program will begin on the streets scheduled for this year’s chip and seal work and may continue to other areas of Town.

Three quotations were received for this year’s work as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonneville Asphalt &amp; Repair</td>
<td>Orem, UT</td>
<td>$1.45</td>
<td>$21,750.00</td>
</tr>
<tr>
<td>SealCo</td>
<td>Gunnison, CO</td>
<td>$1.60</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>Valley Pavement Maintenance</td>
<td>Grand Junction, CO</td>
<td>$2.16</td>
<td>$32,400.00</td>
</tr>
</tbody>
</table>

In 2017, and again last year, Bonneville Asphalt & Repair performed this work for the Town and there were no issues with workmanship or traffic control.
FISCAL ANALYSIS
The 2020 budget contains $150,000.00 for the Street Resurfacing Program which includes chip sealing, crack sealing, and striping.

Crack Sealing Program Cost:

- Application cost at $1.45/pound $21,750
- Estimated Bituminous material cost $10,000
- Crack Sealing Program Cost $31,750

Total Street Surface Program Cost:

- Crack Sealing Program cost $ 31,750.00
- Chip Seal Program cost @ 2.34/sqyd $ 84,474.00
- Estimated Street Surface Program cost $116,224.00
- Street Surface Program budget $150,000.00
- Budget Remaining for Striping $ 33,776.00

RECOMMENDED MOTION
Staff recommends that the following motion be approved: I move to approve, and authorize the Mayor to sign, the 2020 Crack Sealing Program agreement with Bonneville Asphalt & Repair, LLC.

Prepared by: Kevin Schorzman
2020 Town of Carbondale
Bituminous Crack Sealing Program

CONSTRUCTION AGREEMENT
(unit prices)

THIS AGREEMENT is entered into by and between Bonneville Asphalt &
Repair LLC, a Utah Limited Liability Company, P.O. Box 186, Orem Utah, 84059
(“Contractor”), and the Town of Carbondale, Colorado, a Colorado home rule municipal
corporation (“Town”). This Agreement is to be effective March 10, 2020, regardless of
the date of signature(s) below.

For good and valuable consideration, the parties agree as follows:

1. Work. The Town desires to complete bituminous crack sealing improvement
work, within the Town of Carbondale as described in Attachment A. All of the Work
will be directed and overseen by the Town’s Public Works Director. Contractor is
willing to perform this Work upon request of the Public Works Director at the rates set
forth in Attachment B.

2. Compensation. Contractor will be paid for the work to be performed pursuant to
this Agreement at the unit prices for bituminous crack sealant application set forth on
Attachment B (“Contractor’s Compensation”). Contractor shall provide the Town with a
performance and payment bond in an amount no less than 100% of the cost of the project
in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond shall
be included in the unit price for the work performed, and shall not be compensated
directly.

3. Payment. In consideration for Contractor's performance of the Work, and subject
to satisfaction of the Town and acceptance of the same by the Town, Contractor's
Compensation shall be payable to Contractor in one payment for Work completed, based
on Applications for Payment submitted by Contractor and approved by the Town. Town
shall make said payment for the Work to Contractor no later than thirty-one (31) days
after the Work is completed and accepted by Town. It shall be a condition precedent to
the payment of Contractor that Contractor submits waivers and assignments of liens and
such other documents, papers and statements as may be requested by and all in a form
reasonably acceptable to Town. Title to all materials shall pass to Town upon final
payment. Town may make the check for full and final payment payable jointly to
Contractor and any of its subcontractors, material suppliers, laborers or equipment
suppliers, and the amount so paid will apply to the Contractor’s Compensation.

4. Independent Contractor Status. Contractor shall perform all services and
procure all materials as an independent contractor, retaining complete control over
Contractor’s personnel, any subcontractors, and operations.
5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement or the Work.

6. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Contractor shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

7. **Contractor's Obligations.** All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town's satisfaction and approval. The Contractor shall clean up all debris generated by its work and shall keep mud from the street and near the site. Contractor shall also perform as follows:

   a. Contractor shall supervise and direct the Work, using Contractor's best skill and attention, and Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the
Work under this Agreement. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary to complete each Job in a workmanlike manner in strict accordance with the Contract Documents. Contractor accepts the relationship of trust and confidence established between the Town and Contractor by this Agreement. Contractor represents, covenants and agrees to furnish efficient business administration and superintendence, to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

b. Contractor warrants to the Town that all materials incorporated in the Work will be new unless otherwise specified in the Contract Documents, that all Work and materials will be free from faults and defects not inherent in the quality required or permitted under the Contract Documents, and that all Work and materials will be in conformance with the Contract Documents and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective.

c. Contractor shall at all times keep all worksites and all adjacent trails and public streets free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the Premises, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials on or about the Premises.

d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

e. All claims which Contractor has or wishes to assert against Town must be presented in writing to Town not later than ten (10) days after Contractor is aware or should have been aware that a claim will or does exist, or such longer time as may be required by law, even though the exact nature of the claim and the amount of the claim may not be determinable at that time. The nature of the claim and the amount of the
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f. Upon request of Town, Contractor shall submit for Town’s review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor’s or its subcontractors’ control. In no case shall the completion date listed on the schedule be beyond the completion date listed in paragraph 11.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred by the Town in connection with such lien, including but not limited to attorneys’ fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

8. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ALL OTHER OWNERS OF LAND UPON WHICH THE WORK WILL OCCUR, AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS INDEMNITY OBLIGATION SHALL INCLUDE PAYMENT OF ANY ATTORNEYS’ FEES OR COSTS INCURRED BY THE TOWN IN DEFENSE OF ANY INDEMNIFIED CLAIM.

9. Insurance. Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies.
Contractor will procure and maintain the following types of insurance at limits no less than stated below:

a. Workers' Compensation complying with the laws of the State of Colorado and Employer's Liability Insurance in an amount not less than $1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

b. Comprehensive Automobile Liability Insurance in an amount not less than $1,000,000.00 combined single limit.

c. Commercial General Liability Insurance with an installation floater in an amount not less than $1,000,000.00 per occurrence, specifically insuring Contractor's indemnification obligation under this contract.

Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers' Compensation and Employer's Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town, shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26, which policies must provide coverage to the Town that is primary with respect to any other insurance carried by said entities. Additional insured coverage shall include products and completed operations coverage. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon request. Insurance similar to that required of Contractor shall be provided by all subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor's operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

10. **Subcontractors.** The subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Subcontracting will be performed only with the permission of the Town. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town's prior written consent and approval.

11. **Timing.** Time is if of the essence. All Work shall be completed by Contractor on or before May 15, 2020, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.
12. **Performance.** Payment may be withheld by the Town on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) damage to Town or another contractor, or (5) failure to timely carry out the Work in accordance with the Contract Documents. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor in connection with the Work except those previously made in writing and identified by Contractor as unsettled on Contractor’s Application for Payment for the Work.

13. **Lien Waivers.** At the time of final payment for each work item or project requested by the Town, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after the work item or project has been fully performed by the Contractor and the Town has accepted the Work.

14. **Change orders.** The Town may order changes in the Work consisting of additions, deletions or modifications, the Contractor's Compensation and time for completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town. The Contractor's Compensation and time for completion may be changed only by Change Order. Cost or credit to the Town from a change in the Work shall be determined by mutual agreement. No aspect of the Contract Documents provided after the date of this contract shall be deemed a change in the Work, unless the particular Contract Document represents a change in the scope of Work (including detail) which was not and could not have been reasonably inferred or anticipated by Contractor, as an experienced and prudent contractor.

15. **Breach waivers.** In the event that either party hereto waives a breach of this Agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

16. **Defective Work/Corrections/Warranties.** Contractor shall promptly correct any Work found to be defective within two years from the date of completion of the work item or project or within such longer period of time as may be prescribed by law. Contractor also guarantees all equipment, material, supplies, and work furnished on the job against defects for two years from final completion of the Work. Contractor agrees, at its sole cost, to make all repairs and correct such defects under the warranty. Failure to correct such defects within the required time shall constitute a breach of this Agreement. Contractor expressly agrees that all warranties made by Contractor in this Agreement shall survive the termination of this Agreement and completion of the Work.

17. **Termination.**

   a. If Contractor does not fully comply with the terms of this Agreement or any other contract documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor.

   b. The Town may also, at any time, terminate for its own convenience any part of the Work or all remaining Work for any reason whatsoever by giving written
notice to Contractor specifying the part of Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work thereafter performed by Contractor in terminating such Work including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town. In case of such termination, the Town will issue a Change Order making any required adjustment to the scheduled date of completion and/or the Contractor’s Compensation for the Work.

c. In the event of termination, the Town may offset against any sum due Contractor under the Contract Documents the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

18. Dispute Resolution. This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys’ fees and costs, including expert witness fees.

19. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

20. Town Budgeting/TABOR compliance. The Town has appropriated funds out of its 2018 budget in the amount of Contractor’s Compensation. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change order shall issue which causes the aggregate amounts to be paid by the Town pursuant to this contract to exceed the amount appropriated.

21. Equal Opportunity Employer. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the equal opportunity laws. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and
from time to time amended, and any other applicable federal, State, or local laws and regulations.

22. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-1, et seq., C. R. S., as amended.

23. **Negotiation and Drafting of Agreement.** The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely because of said party’s drafting of this Agreement.

24. **Agreement Administration and Notice.** For purposes of administering this Agreement, the Town’s Public Works Director shall represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

<table>
<thead>
<tr>
<th>To the Town:</th>
<th>Town Manager</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Town of Carbondale</td>
</tr>
<tr>
<td></td>
<td>511 Colorado Avenue</td>
</tr>
<tr>
<td></td>
<td>Carbondale, CO 81623</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Copy to:</th>
<th>Town Attorney</th>
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<tbody>
<tr>
<td></td>
<td>Town of Carbondale</td>
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<td></td>
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<td></td>
<td>Carbondale, CO 81623</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>To Contractor:</th>
<th>Bonneville Asphalt &amp; Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P.O. Box 186</td>
</tr>
<tr>
<td></td>
<td>Orem, UT 84059</td>
</tr>
</tbody>
</table>
25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of __________________, 2020.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ____________________________

Dan Richardson, Mayor

ATTEST:

______________________________

CONTRACTOR:
Bonneville Asphalt & Repair LLC
a Utah Limited Liability Company

By: ____________________________

Bonneville Asphalt & Repair LLC

STATE OF UTAH ) ) ss.
COUNTY OF UTAH )

The foregoing AGREEMENT was acknowledged before me this 26 day of February, 2020 by _______________.

Witness my hand and official seal.

My commission expires: April 23, 2021

[Notary Public Seal]
ATTACHMENT “B”

2020 Crack Fill Program Quotation Form

The Program consists of clearing of cracks and application of approximately 15,000 pounds of hot applied crack sealant material. The Town reserves the right to change the quantity of material applied as well as the locations of the streets or trails receiving the application. The Town will be providing Daey American 974 bituminous material for the Program. The Unit Price bid per pound of material applied shall include the cost of labor, equipment and traffic control necessary to complete the work. All work shall meet, at a minimum, the BITUMINOUS CRACK SEALING SPECIFIC REQUIREMENTS contained in the Quotation Packet. Please note: Payment to contractor shall be made by submitting package label-vouchers/bill to the Town.

<table>
<thead>
<tr>
<th>Quotation per Applied Pound of Material</th>
<th>$ 1.45</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Quotation</td>
<td>$ 21,750</td>
</tr>
</tbody>
</table>


**Twenty-One Thousand Seven Hundred Fifty & 00/100** (Written Amount)

Contractor: **Bonneville Asphalt & Repair LLC**

Address: **PO Box 186, Etna, UT 84059**

Phone: **801-225-3544**

E-Mail: **bonnevilleasphalt@gmail.com**
Board of Trustees Agenda Memorandum

Meeting Date: March 10, 2020

TITLE: Red Hill Road Realignment Update

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Public Meeting Flyers

BACKGROUND
The Town and Garfield County have been preparing to realign the lower portion of Red Hill Road (County Road 107) and move the existing parking for the last two years. Funding has been included in both the Town and County budgets to accomplish the work this year.

DISCUSSION
At the meeting, staff will present the most up-to-date information on the following items related to the project:

- Public Outreach
- Progress Toward CDOT Approval
- CDOT Lease
- Projected Start Date

Also attached are flyers for two of the three public meetings related to the project.

FISCAL ANALYSIS
N/A

RECOMMENDED ACTION
Discuss this item and ask any questions you may have.

Prepared by: Kevin Schorzman
This spring, Garfield County in partnership with the Town of Carbondale and the Colorado Department of Transportation, will be realigning the lower portion of Red Hill Road. The project will eliminate the switchback at the bottom of the road and construct a new, more traditional approach to the SH-82/SH-133 intersection. The new configuration of the intersection is depicted below:

**PROJECT HIGHLIGHTS:**
- A straighter approach to SH-82 from the north allowing for a through/right turn and a through/left turn lane.
- Two new parking areas on the west side of Red Hill Road (one for commuters, one for Red Hill Trail users) which will approximately double the available parking.
- Reduction in the number of pedestrians using Red Hill Road to access the trail system.

**IMPACTS DURING CONSTRUCTION (Anticipated to take 4-6 weeks depending on conditions):**
- One lane road controlled by signals to access properties above the project.
- Complete closure of the existing parking area
- No access to the Red Hill Trailhead, or use of the new trails constructed last year.

Please contact Kevin Schorzman (970) 510-1217 or kschorzman@carbondaleco.net with questions.
PROYECTO DE REALINEAMIENTO DE RED HILL ROAD (COUNTY ROAD 107)
Casa Abierta el 18 de marzo, 2020 de 4-7 PM en el ayuntamiento en Carbondale

Esta primavera, el Condado de Garfield en alianza con el Pueblo de Carbondale y el Departamento de Transportación de Colorado, realinearán la parte abajo en Red Hill Road. El proyecto eliminará las curvas en la carretera y construirá una nueva, más tradicional para la intersección de SH-82/SH-133. La nueva configuración de la intersección se muestra abajo:

ASPECTOS DEL PROYECTO:
- Algo más derecho a SH-82 del norte dejando un carril para ir derecho/derecho y otra para ir derecho/izquierda.
- Dos nuevos estacionamientos en el lado oeste de Red Hill Road (una para viajeros y otra para usuarios del sendero de Red Hill) que duplicara el estacionamiento disponible en comparación con el existente estacionamiento.
- Reducción en peatones que usan Red Hill Road para acceder el sistema de senderos.

IMPACTOS DURANTE LA CONSTRUCCION (Anticipa tomar 4-6 semanas dependiendo las condiciones):
- Un carril controlado por señalamientos para acceder propiedades arriba del proyecto.
- Cierre completo para el existente estacionamiento.
- No acceso al sendero de Red Hill, o uso a los nuevos senderos construidos el año pasado.

Por favor de contactar a Kevin Schorzman (970) 510-1217 o kschorzman@carbondaleco.net para preguntas.
DURING CONSTRUCTION (duration 4-6 weeks):
This spring, the lower portion of Red Hill Road (CR-107) will be realigned. During the construction, the existing parking area will be closed for safety. There will be two alternatives available for commuters who use the existing lot for carpooling:
- The existing parking lot across from Carbondale Town Hall (Northeast corner of 4th Street and Main Street.)
- The existing parking area at the Rodeo Grounds located just over one mile east of Carbondale on the north side of County Road 100 (Catherine Store Road.)

AFTER CONSTRUCTION:
There will be two new parking areas created as part of the construction. Both will be on the west side of the new alignment. One will be in the lower area, and the other will be on the existing upper bench on the site near the new trailhead for the Red Hill Trail System.
- The lower lot will be designated for commuter carpool and rideshare parking.
- The upper lot will be designated for Red Hill Trail users.

Please stop by the Comfort Inn & Suites in Carbondale (920 Cowen Drive), anytime between 3 and 6 PM on March 19, 2020. Project representatives will be available during this time to answer any questions you have about the project or commuter parking during or after the project. The meeting will be in the breakfast area behind the stairs in the lobby.
ESTACIONAMIENTO ALTERNATIVA PARA LA CONSTRUCCIÓN DE LA CARRETERA DE RED HILL
Sesión para Información el 19 de marzo, 2020, 3-6 PM

DURANTE LA CONSTRUCCIÓN (duración 4-6 semanas): Esta primavera, la porción abajo de Red Hill Road (CR-107) será realinado. Durante la construcción, el estacionamiento estará cerrado por seguridad. Habrá dos alternativas para viajeros que usan el estacionamiento para viajar con otros:

- El existente estacionamiento al otro lado del Ayuntamiento de Carbondale (esquina noreste de la calle 4\textsuperscript{th} y la calle Main.)
- El estacionamiento existente en el terreno del rodeo, una milla este de Carbondale en el lado norte de County Road 100 (calle atrás de Catarinas.)

DESPUÉS DE LA CONSTRUCCIÓN:
Habrá dos nuevos estacionamientos creados como parte de la construcción. Ambos estarán en el lado oeste de la alineación. Una estará en el área abajo y la otra estará arriba cerca del nuevo sendero del Sistema de Red Hill.

- El estacionamiento abajo se designará para personas que quieran viajar juntos incluyendo Uber, Lyft, taxis, etc.
- El estacionamiento arriba se designará para usuarios del sendero de Red Hill.

Por favor pase por Comfort Inn & Suites en Carbondale (920 Cowen Drive), cualquier hora entre 3 y 6 PM el 19 de marzo, 2020. Representantes del Proyecto estarán disponibles durante estos horarios para contestar preguntas que tenga sobre el Proyecto o preguntas del estacionamiento para viajeros durante y/o después del proyecto. La junta estará en el área del desayuno, atrás de los escalones del lobby. Habrá un representante que habla español para contestar sus preguntas.
ORDINANCE NO. 4
Series of 2020

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO, REVISING ARTICLES 4 AND 5 OF CHAPTER 6 OF THE MUNICIPAL CODE TO PROHIBIT OFF-SITE DELIVERIES FROM LICENSED MEDICAL MARIJUANA STORES AND TO AMEND BOTH MEDICAL AND RETAIL MARIJUANA LICENSE RENEWAL REQUIREMENTS REGARDING NON-OPERATIONAL FACILITIES

WHEREAS, pursuant to Ordinance No. 11 Series of 2013 and Ordinance No. 7 Series of 2014, the Town licenses and regulates retail and medical marijuana establishments; and

WHEREAS, the Board of Trustees seeks to revise Articles 4 and 5 of Chapter 6 of the Town of Carbondale Municipal Code in order to more effectively regulate the licensing of medical and retail marijuana facilities, including to prohibit deliveries from medical marijuana facilities (which are already prohibited as to retail marijuana facilities), and to amend the renewal requirements for both medical and retail marijuana facilities with regard to non-operational facilities; and

WHEREAS, the Board of Trustees finds, determines, and declares that it has the power to adopt this Ordinance pursuant to Article XX of the Colorado Constitution concerning municipal police powers and municipal authority to regulate businesses and the Home Rule Charter of the Town of Carbondale; and

WHEREAS, the Board of Trustees finds, determines, and declares that the annual license renewal requirements in Articles 4 and 5 of Chapter 6 of the Town of Carbondale Municipal Code intend to permit the Town to respond to evolving community needs by revising the licensing requirements, see Ficarra v. Dep’t of Regulatory Agencies, 849 P.2d 6, 21–22 (Colo. 1993); and

WHEREAS, the Board of Trustees finds and determines that it is in the interest of the public health, safety, and welfare to adopt the code amendments set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that the Town of Carbondale Municipal Code shall be amended as follows:

1. A new sub-section 6-4-90(4) is added to the Town of Carbondale Municipal Code regarding medical marijuana facility licensing requirement (new text is underlined bold):

   6-4-90. Medical marijuana center licensing requirements.

   ...

   (4) Off-site delivery of product by licensee prohibited. All sales and distribution of medical marijuana by a licensed medical marijuana store shall occur only upon the
licensed premises, and the licensee shall be strictly prohibited from delivering medical marijuana to any person at any other location.

2. Sub-section 6-4-140(e) of the Town of Carbondale Municipal Code shall be amended by deleting the language stricken (deleted text is bold strike-through):

6-4-140. Ongoing license holder requirements; term of licenses; renewals.

... (e) Notwithstanding anything else in this Article to the contrary, the Town Clerk shall deny an application for license renewal if the Town Clerk determines that the application concerns a licensed premise that was nonoperational, not open for business, and did not sell marijuana product or services from its licensed premises during the immediately preceding six months unless the Town Clerk determines in his or her discretion that the license holder has demonstrated intent to become operational by taking significant measurable action within the immediately preceding six months to become operational and open for business. This subsection (e) shall only apply to applications for license renewal for which the underlying license, duly issued by the Town of Carbondale, stated the requirements of this subsection (e).

3. Sub-section 6-5-180(e) of the Town of Carbondale Municipal Code regarding retail marijuana licensing requirements shall be amended by deleting the language stricken (deleted text is bold strike-through):

6-5-180. Ongoing license holder requirements; term of licenses; renewals.

... (e) Notwithstanding anything else in this Article to the contrary, the Town Clerk shall deny an application for license renewal if the Town Clerk determines that the application concerns a licensed premise that was nonoperational, not open for business, and did not sell marijuana product or services from its licensed premises during the immediately preceding six months unless the Town Clerk determines in his or her discretion that the license holder has demonstrated intent to become operational by taking significant measurable action within the immediately preceding six months to become operational and open for business. This subsection (e) shall only apply to applications for license renewal for which the underlying license, duly issued by the Town of Carbondale, stated the requirements of this subsection (e).

3. If any other ordinance or parts of ordinances are in conflict with the standards set forth in this Ordinance, they are hereby repealed to the extent of such conflict only.

4. This Ordinance shall be effective upon posting and publication in accordance with the Carbondale Home Rule Charter.
INTRODUCED, READ AND PASSED THIS ___ day of __________, 2020.

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation,

________________________
Dan Richardson, Mayor

ATTEST:

________________________
Cathy Derby, Town Clerk
Tentative Police Chief Interview Process

Thursday March 12th

9:30 AM  Candidate Tours, meet at Town Hall
11:30 AM  Lunch with PD Staff in Room 2
1:00 PM-5:00 PM  Law enforcement panel in Room 2
6:00-7:30 PM  Public reception in main room at the Launchpad
(possible invite to preview of the Green is the New Black)

Friday March 13th

8:30 to 12:30  Interview Process Town Hall, all three meeting rooms
50 minutes with Community Panel English Speaking, Community
Panel Spanish Speaking (Anna as translator) and Mock Town
Board.
12:30  Candidates released
12:30 to 1:30  Debrief with each individual panel, light lunch in all three rooms.

Department Heads will observe a panel and provide Jay and Renae feedback.
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday February 13, 2020

Commissioners Present:
Ken Harrington, Vice-Chair
Nick Miscione
Jay Engstrom
Jade Wimberley

Staff Present:
Janet Buck, Planning Director
Mary Sikes, Planning Assistant

Commissioners Absent:
Michael Durant, Chair
Marina Skiles
Jeff Davlyn
Nicholas DiFrank (1st Alternate)

Other Persons Present
Ralph and Pat Wanner

The meeting was called to order at 7:00 p.m. by Ken Harrington.

January 30, 2020 Minutes:
Jay made a motion to approve the January 30, 2020 minutes. Nick seconded the motion and they were approved unanimously.

Public Comment – Persons Present Not on the Agenda
There were no persons present to speak on a non-agenda item.

Election of Vice-Chair
A motion was made by Jade to reappoint Ken Harrington as Vice-Chair. Nick seconded the motion and he was approved unanimously.

PUBLIC HEARING – Subdivision Exemption
Location: 1328 Barber Drive
Applicant: Patricia Wanner

Janet stated that this is a public hearing to consider an application for a Subdivision Exemption. She said that the Planning Commission is required to hold a public hearing and approve the application, deny it or continue the public hearing.

Janet said that this property is zoned Multiple-Family Residential District (R/MF) in the Crystal Village PUD. She said that there is an existing triplex, which was constructed in...
1994, which is located on the property. She stated that the applicant would like to subdivide the parcel into three lots.

Janet stated that the project was developed in conformance with the zone district criteria. She said that the proposed lots would also comply with the zoning.

Janet said that two parking spaces are required for each dwelling unit. She stated that each triplex unit has a single car garage with one space in the driveway for a total of two spaces per unit. She stated that the parking is in compliance.

Janet said that Block 25 was subdivided into Lot 1 and Lot 2 in 1993. She stated that at that time, the utility service lines were described as “spaghetti” style of services because they crisscross each other towards the front of the lot. She said that as a result, the plat which was approved at that time included a 20 ft. wide utility easement along the front of the lot. She explained that the utility easement would be retained on this plat as well to allow maintenance and repair of the service lines.

Janet said that a gas line extends along the north side of the lot towards the rear of the parcel. She said that there is an existing 15 ft. wide utility easement in this location. She said that the gas service lines then extend out from the rear of the parcel to each townhome unit. She said that the draft plat shows a large utility easement would be located in this area for maintenance and repair of those utility lines. She said that shallow utilities are also located in this area.

Janet said that each unit has separate utility meters.

Janet said that the UDC does not require a surveyed plat to be submitted for a Subdivision Exemption application.

Janet stated that if this is approved, the applicant would be required to have a Subdivision Exemption plat prepared by a licensed surveyor. She said that all of the utility easements, including the gas line easements, will need to be shown on that plat as well as the accurate location of the service lines (as-builts). She stated that there is a condition that the plat would have to be reviewed and approved by Town Staff prior to recordation.

Janet said that the driveways for 1330 and 1332 are connected. She stated that the lot line should be adjusted to line up with the joint of the driveway, if possible. She said that the party wall agreement should address the maintenance of the shared driveways in the future.

Janet stated that a Party Wall Agreement was submitted with the application. She said that this agreement only addresses the party wall between each unit. The party wall should be expanded to cover maintenance of the roof and the re-siding the triplex as a common element.
Janet said that the sewer service lines are located under the driveways. She said that the party wall agreement should address damage and replacement of driveways due to work on utility service lines.

Janet stated that Park Development, School District and Fire District fees are due at the time of subdivision. She said that these fees have been made conditions of approval.

**Discussion**

- Boundaries of the shared driveway.
- Do they need an access easement for the driveway?
- Does each unit have access to their utilities?
- Does the property next door have shared driveways?

Ralph Wanner, **36 Meadow Court** said that he built both buildings in 93-94. He explained the layout of the driveway and said that each driveway was twelve feet in width.

Pat Wanner, **36 Meadow Court** said that she is here on behalf of her parents that live in North Dakota. She said that their intention is to sell these units separately because they are getting older. She said that they have been managed by a property management company over the years. She said that it would be an asset to Carbondale to have more units for sale.

Jay said that the drawings in the packet are as-builts. He said that after the survey if the utilities were different a unit might not have access to their utilities.

Janet explained that Town Staff would need to approve the survey.

Ralph explained that it was a fanned shaped lot and that the utilities had not been laid out correctly.

Jay asked if the water main was under the driveway.

Ralph said that it was in the street and that it goes straight in.

Jade asked why the application was an exemption.

Janet explained and read the definition from the code. She said that it is three lots or less.

Jade said that it was a win win for everyone.

Janet asked if there were firewalls.

Ralph explained that there were and that they were tested by an extensive fire in the middle unit. He said that the Building Official at the time gave the firewalls an A+.
**Motion to close the comment portion of the public hearing**

Jay made the motion to close the comment portion of the public hearing. Nick seconded the motion and it was approved unanimously.

**Motion**

Nick made a motion to approve the Subdivision Exemption with the recommended findings and conditions in the Staff report. Jay seconded the motion and it was approved unanimously.

Yes: Ken, Nick, Jay, Jade
No: none

**Staff Update**

Janet said that the final documents for 1201 Main Street were approved on Tuesday night.

Janet said that Main Street Marketplace will be submitting their first three building permit applications in a few months. She said that they will be working on the infrastructure in the meantime as they have submitted their letter of credit.

Janet said that she is scheduled to meet with the Forest Service and that they have had several meetings. She said that their plans are still evolving and that she went to the open house on First Friday.

Janet said that she saw Tristin a former Commissioner and that he’s working back in town. The Commission suggested reaching out to him to see if he was interested in applying for the open seat.

Janet said that we had another applicant that lives out of town and that Jade will be moving so she will have the second out of town seat on the Commission.

Janet said that the work session is Tuesday with the Board and that is the only item on the agenda.

**Discussion Forest Service and Dangerous Pullouts**

- Intersection at Weant Blvd and Main Street needs help, stop sign on Main?
- Make an obvious crosswalk across Main Street from Mi Casita.
- Sidewalk improvement from Main Street to Sopris Park along Weant Blvd.
- Can the older building to the south of the Forest Service Building be moved and relocated?
- Can the chimney and other building materials be re-used?
- Where is the location of the trees and the bench on their site plan?
- Is the rear addition to the south historical?
• Janet has made some suggestions, a living wall and a bigger window to replace several smaller windows.

**Commissioner Comments**

Jade brought up 1201 Main Street, south driveway out of Sopris Liquors, is taking a left over a double yellow line illegal? It is a dangerous maneuver at this location and a bicyclist was hit here recently.

Jade said that she is turning 50 on Monday but that she would be at the work session on Tuesday.

**Motion to Adjourn**

A motion was made by Jay to adjourn. Nick seconded the motion and the meeting was adjourned at 7:50 p.m.
MINUTES
ENVIRONMENTAL BOARD
January 27, 2020

CALL TO ORDER
Colin Quinn called the meeting to order at 6:00 pm on January 27, 2020 in Room 2 at Town Hall.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
Sandy Marlin, Member
Jim Kirschvink, Member
Scott Mills, Member
Pat Hunter, Alternate

Town Staff Present: Mark O’Meara, Staff Liaison
Kae McDonald, Boards and Commissions Clerk

Guests: Phi Filerman, CORE Liaison
Kathryn Rushton, CLEER Liaison
KC Nau, Prospective Member
Oni Butterfly, Guest
George Ware, Guest
Gavin Dahl, Guest
Summer Scott, Guest
Brittany Bieble, Guest
Tamara Haynes-Norton, Guest

CONSENT AGENDA
*Motion Passed*: Sandy moved to approve E-board meeting minutes from November 2019. Jim seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Summer Scott is working towards a renewable energy investment program. The goal is to establish the program as a not-for-profit, which means they are trying to get it started with limited resources. His hope is that it will be a way for community members to invest in larger-scale solar installations that can provide a long-term financial return.

Pat indicated that he had received a link to the presentation by Bill McKibben at the Limelight over the weekend. He has forwarded the video link to the members of the EBoard, and is willing to send it out to any other interested parties.
Phi said that she had also sent out an email with not only the link to Bill McKibben’s presentation, but also that of Rob Davies, a climate scientist that spoke at the Mountain2030 conference in Eagle last week.

Gavin asked if the EBoard would be weighing in on the backyard farming issue.

**NEW MEMBERSHIP APPLICATIONS AND RENEWALS**
KC Nau came before the EBoard with a new member application. He is a physician that moved to Carbondale a few years ago from West Virginia. He has served on many hospital boards and health-related committees which has honed his interest in environmental-related issues. He is currently concerned about the 5G expansion and how the exposure to high levels of electromagnetic frequency non-ionizing radiation may affect humans. Based on current legislation, communities are limited in their ability to object to the installation. KC provided favorable answers to the questions posed by the Eboard.

*Motion Passed:* Colin moved to recommend approval of KC Nau’s application for membership on the E-board to the Board of Trustees. Scott seconded the motion, and it was unanimously approved.

Colin brought forward the re-applications for membership on the EBoard of Colin Quinn, Sandy Marlin, Jim Kirschvink, and Scott Mills; Garrett Fitzgerald and Joseph Demoor are not re-applying. Colin asked each of the EBoard members that are reapplying to give a brief response to three questions:

1) What they hope to accomplish in their upcoming term;
2) What they like about the EBoard;
3) How they think the EBoard could do better or improve.

Sandy Marlin: I would like to see the successful transition of Dandelion Days oversight from the EBoard to Natalie and Carbondale Arts. I would also like to get back into the push to reduce single-use plastics. I like the manner in which the EBoard is run. I feel like the EBoard sometimes can get disjointed, so in order to push forward on our chosen issues we need to encourage more cohesion as a team.

Jim Kirschvink: I agree with Sandy, single-use plastics is my #1 pet peeve. I would like to see the Roaring Fork Valley as a whole address the reduce the use of plastics. I enjoy being on this team, and I would like to see the EBoard remain proactive on environmental issues.

Colin Quinn: I would like to continue to work towards providing informational labels on the trees in our town’s parks. I enjoy the personal relationships I have with members of the EBoard. I would like to focus on how to better influence the BOT.
Scott Mills: I would like to get beyond netzero to positive energy, and I would like the Town to lead by example. Seventy percent of climate issues are from buildings and transportation, and we are not doing enough to promote building upgrades.

**Motion Passed:** Pat moved to recommend approval of Colin Quinn, Sandy Marlin, Jim Kirschvink, and Scott Mills renewal application for membership on the E-board to the Board of Trustees. Colin seconded the motion for Colin, Sandy, and Jim’s application, and Scott seconded the motion for Colin’s application, and it was unanimously approved.

**DANDELION DAY UPDATE**
Natalie was not able to attend the meeting, so this agenda item was tabled until the February meeting. Gavin Dahl indicated that he had met with Natalie to discuss how KDNK can help revitalize the entertainment/music aspect of the event. Colin asked that everyone on the EBoard brainstorm a theme for the event prior to February’s meeting. Sandy mentioned that she noticed that the one thing that was not part of the Dandelion Day Partnership Agreement was the two-year trial period that had been discussed. Colin asked that this topic be put on hold until February’s meeting so Natalie can be part of the discussion.

**EBOARD’S ROLE WITH PLASTIC CONSULTANT**
Heather was not in attendance, so Sandy summarized the Town’s progress towards a plastics reduction plan. LBA Associates has been hired to develop the plan with the goal of having the plan ready by Earth Day 2020. LBA Associates has paired with a PR Firm to help with the messaging. The consultant’s fee is being funded by the plastic bag fee fund. Sandy would like to invite the consultant to an EBoard meeting to open a dialogue with them.

Gavin mentioned that he was more likely to patronize a business that practiced composting and limited their distribution of single-use plastic. George wondered if the EBoard could award recognition (for example, a sticker) for individuals that achieve zero waste. Gavin also pointed out that KDNK has spoken with the Environment Foundation about getting a campaign going to continue the education process on proper recycling, but they aren’t interested because it doesn’t fit within their current programming. He felt like the EBoard’s role is key because there needs to be continued work on this issue.

**GAINING SUPPORT FOR EMISSIONS REDUCTION IN CURRENT BUILDINGS**
Pat introduced the topic by explaining that in order for existing buildings to become more energy efficient they need to be upgraded to use electricity rather than fossil fuels. He pointed out that electric companies are transitioning to greener resources, and with the construction of the Basalt Vista townhomes behind Basalt High School, there is a new construction consideration because these are netzero homes with no gas lines. Each of these items presents a different perspective from distinct stakeholders, and the differing systems bring in biases based on the type of equipment used and installation methods. Pat would like to form a roundtable of all involved to get the stakeholders communicating with one another and possibly
improve access to funding. He would really like the local governments to get involved, as well.

Questions/Comments:
Phi thought this was a great idea, and that there should be more focus on stakeholder participation. CORE is on board, and would be willing to facilitate the roundtable with CLEER.

Kathryn pointed out that there are a lot of components to the situation and each of the components has big hurdles. She wasn’t sure that a single roundtable would solve all of the problems. She felt like some aspects need to be broken up in order for the whole process to move forward, and agreed that financing is the missing piece. She also pointed out that policy is key, because it provides the impetus for action. She stated that CORE and CLEER are ready, and that there has been a lot of information gathering that has already taken place, but the inconvenience of transitioning to a different energy source is still a big hurdle for many building owners.

Colin suggested that maybe the roundtable should focus on Policy and Leadership.

Scott pointed out that when a building sells or the lease ends, that is when the analytics should be published—the proper steps need to be taken at the proper time.

Kathryn affirmed that if all of the towns in the Roaring Fork Valley were involved, there would be a better chance of succeeding.

Colin followed up by suggesting that additional research needs to be done in order to identify what gap the roundtable would be filling, and what would be the one or two transformational ideas you want to get out of it. He noted that there is general support for the idea, but he wondered what Pat was asking of the EBoard.

Pat indicated that he wanted to see what happens in future meetings.

**EV BUS UPDATE**
Scott summarized the work he has done to transition the RFTA Circulator bus from a fossil-fuel powered vehicle to an electric vehicle. RFTA has indicated that that transition might be sometime in the future, but presently there is no money and no timeline to put towards such a project. If the Town undertook the project, RFTA would be okay with it. According to the Colorado Energy Office, a new 20-person electric bus would cost $200,00, but 80% of the cost could be covered by a grant. If you financed the remaining portion, it would take five years at $750.00/month to pay it off. However, in order to qualify for the grant, RFTA would have to junk a bus. There are Spring and Fall grant cycles, and with additional details to work out, the earliest the Town could apply would be in the Fall.

Questions/Comments:
Kathryn suggested Scott contact Stefan Johnson at CLEER because that is one of their programs.

Pat asked if there were any applicable tax credits.

Scott replied that there really weren’t any available for the Town. He went on to say that he is talking to a lot of people to bring the project together, and he plans to bring in CLEER and CORE for additional contacts and information. Scott also envisions working on transitioning school buses to electric, as well.

Kathryn indicated that CLEER has been working on the school bus project. Mark pointed out that there aren’t any more suitable sites for an electric charger in Carbondale.

CRYSTAL VALLEY ENVIRONMENTAL PROTECTION ASSOCIATION-POTENTIAL EBOARD MEMBERSHIP
Pat broached the topic of an EBoard membership on the Crystal Valley Environmental Protection Association; it is a $20.00 annual membership. After a brief discussion, it was recommended that Pat doublecheck with the Town Manager to ensure this is an appropriate use of the EBoard’s budget.

UPDATES FROM CORE
Phi provided an update on CORE’s activities and upcoming events:
- Upcoming Events: Imagine Climate: Creative Perspectives on Climate Change. The Event takes place from February 25 to March 18, 2020. It is a month-long exploration of climate art and innovation in the Roaring Fork Valley. Leading artists, inventors and changemakers will offer creative perspectives and possibilities on the climate crisis during a program of FREE community events.
- New Program: Path to NetZero. CORE will assign an advisor that will assess a new project before it starts and provide help through the project.
- Colorado Energy Office: Renew Our Schools is a youth engagement program of Resource Central that blends sustainability practices into school curricula and after-school programming. They are looking at holding an in-valley competition.
- CORE is facilitating a work session for local municipality building departments. Pitkin County is putting together some specialized training for the updated building codes, and CORE is checking with them to see if it can be shared throughout the valley.
- The updated building codes are on the Carbondale BOT agenda for approval. CORE will follow up with the TOC building and planning department.
- The TOC is working with CLEER to find a location to install a Level 3 charger.
- Pitkin County have passed some very aggressive HIRS rating.
- Received a DOLA Grant (in cooperation with CLEER and Holy Cross)—for renewable energy mapping.
Kathryn added that in Garfield County up to six different solar farms within the Excel Process have been approved. There is a possibility that it may be opened up to residential participation at some point in the future. Holy Cross just released an RFP for clean energy resources with an application deadline in March.

**UPDATE IN STATE OF CO GHG EMISSION REDUCTIONS**
Pat provided an update on the GHG emission reductions in Colorado. Conservation Colorado produced a 1/2-hour webinar featuring Governor Polis that Pat participated in. He submitted his question after the webinar, which was whether the Governor’s office was undertaking RPACE (residential financial arrangements). Following that, there was a meeting in Glenwood Springs of state government representatives to address the various bills passed that are designed to get a handle on emissions in the state. These representatives will be in charge of the air quality monitoring, with a report due by March to the Governor and the State Legislature.

**ADJOURNMENT**
The January 27, 2020, regular meeting adjourned at 8:15 p.m. The next regular meeting is scheduled on February 24, 2020 at 6:00 pm.

Respectfully submitted,
Kae McDonald
CALL TO ORDER
Matt Gworek called the meeting to order at 6:00 pm on February 3, 2020 in Room 1 at Town Hall.

ROLL CALL
The following members were present for roll call:

BPTC Members: Matt Gworek, Chairperson
Niki Delson, Member
Laurie Loeb, Member
Meg Plumb, Member
Michael Gorman, Member

Town Staff Present: Kevin Schorzman, Staff Liaison
Ben Bohmfalk, Trustee Liaison
Kae McDonald, Boards and Commissions Clerk

Guests: Mavis Fitzgerald

CONSENT AGENDA
Motion Passed: Meg moved to approve the Bike, Pedestrian, and Trail Commission meeting minutes from January 6, 2020. Laurie seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Mavis Fitzgerald came before the board to introduce a new development on the west side of Highway 133 between the existing electric substation and the Tire Center. The developers would like to solicit input from the BPTC about the continuation of the sidewalk/bike path from the RFTA Park and Ride as a way to address safety and connectivity concerns. They anticipate going before the BOT at the end of March or beginning of April to petition for annexation.

UPDATE ON 8th STREET RFP PROCESS
Matt provided an update on the 8th Street RFP process by explaining that four qualified proposals were submitted prior to the deadline. Kevin, Matt, Janet Buck, and Chris Wurtsmith met three times to discuss the proposals and have reached a consensus on a recommendation that they will present at the next BOT meeting. The next steps are 1) approval by the BOT; 2) Project kickoff with an anticipated
presentation at the March meeting of the BPTC; 3) The BPTC will be critical in the success of the project and will have a role in the public outreach campaign as well as other as yet to be determined action items.

Questions/Comments:
Ben: Was a survey of the right-of-way completed before the snow? Were there any surprises?

Kevin: Rather than take the time and spend the money to complete a survey of the entire 8th Street right-of-way, they placed an overlay of the right-of-way on an aerial photograph which will target specific locations for a more detailed approach. For example, the intersection at Village and Merrill may have some possible encroachments that will need to be verified.

**ESTABLISH GOALS FOR THE BPTC**

Matt opened the discussion on BPTC goals by suggesting that the BPTC Mission Statement, a summary of the goals listed in the Resolution that established the BPTC, and the Bike Friendly Community Scorecard provides a robust framework for clearly stating the motivations for the BPTC and a way to analyze action items for their efficacy. He went on to say that the goals in the Resolution closely match the five “E”s of the Bike-Friendly Community scorecard, and would therefore be appropriate to use as goals.

BPTC Mission Statement:

“The mission of the Carbondale Bicycle Pedestrian and Trails Commission is to create a more bicycle and pedestrian friendly community. The commission makes recommendations to the Town Board of Trustees that educate, promote, and develop safe and effective programs and infrastructure to encourage bicycle and pedestrian use.”

Summarized Goals from the BPTC Resolution:

- Create safe and convenient access for bikes and pedestrians
- Education all users to share the roads and interact safely
- Establish information programs that promote and encourage bike and pedestrian use
- Improve the environment
- Reduce vehicle congestion
- Ensure town policies, plans, codes and programs updated and implemented to take advantage of every opportunity to create a more bike/ped friendly community

Bike Friendly Community Scorecard (5 “E”s):

- Engineering: Creating safe and convenient places to ride and park
- Education: Giving people of all ages and abilities the skills and confidence to ride
• Encouragement: Creating a strong bike culture that welcomes and celebrates bicycling
• Enforcement: Ensuring safe roads for all users
• Evaluation & Planning: Planning for bicycling as a safe and viable transportation option

Questions/Comments:
Meg: I think these items are all really great, the only thing that I can see that is missing is something that pulls together the history of the commission so that we are moving forward from where we started. To add the Bike Friendly Community framework on top of that really aligns with the challenges that keep coming up. However, because the BFC is bike focused, it would be helpful to have another piece that is pedestrian focused—something similar to what Niki sent out from the CDC Initiative (“Active People, Healthy Nation Initiative” https://www.cdc.gov/physicalactivity/activepeoplehealthynation/about-active-people-healthy-nation.html). If we utilize both it can help drive measurable change.

Niki: I agree--the CDC Initiative fits well, especially the section on complete streets (https://www.cdc.gov/physicalactivity/community-strategies/beactive/index.html).

Matt: Given what we have as background, it seems to point us back to these five categories from the BFC. If we work on those five categories, we will be achieving our mission. The challenge is within those categories, what do we do, and how do we best leverage our commission. As an advisory commission, and as a small group, I view our role as:
• Getting feedback from the community
• Talking about and digging deeper into the issues than most people do
• That puts the BPTC in the position to help and support groups that are making the community more bike friendly
• Be in the community, and participate in activities, but on a limited basis. Try to leverage activities with other groups that have similar interests.

Ben: I want to mention several points. Ultimately, it is up to the commission. What you can’t do is bring action items to the table that you want other members of the Commission to help you accomplish—if the other members of the Commission don’t want to participate. Education is a good example, everyone wants to tackle this topic, but everyone is busy and there isn’t a direct line through Staff to the BOT, so that something happens there. It ends up being a frustrating entanglement, because it always seems like we are bringing it up and nothing is happening. That’s why we went to the Task Force model for a period of time, so that like-minded people could work towards a goal. Otherwise, this is a recommending body and the kind of work that the Commission has done in raising the urgency about 8th Street and facilitating a process to get it prioritized, and partnering with other organizations may be the best way to go.
Niki: I see CAFCI as partnering with BPTC because a lot of the things that we want to do, we have to go through the BPTC to get a recommendation forwarded to the BOT.

Michael: It would be helpful to identify what issues and what opportunities are out there, and how the BPTC can be most effective. It would also be helpful to be more socially connected.

**BROAD TOPICS FOR FUTURE BPTC MEETINGS**

Matt moved the topic of conversation from BPTC goals to topics for future BPTC meetings. At this point in the meeting, Niki asked for time to present a brief update on CAFCI. At a recent CAFCI meeting Russ Criswell and Gail Wells indicated that they are going to petition RFTA about expanding the circulator route during off-peak hours outside of the downtown area. This action is bolstered by a recent transportation survey conducted at the 79 units of Crystal Meadows (senior housing), and will be presented to the BOT.

Given the time-consuming nature of the process, she asked if a winter audit of the Priority Corridors would be useful and utilized by the BPTC—if not, CAFCI wasn’t sure they wanted to undertake the audit at this time.

The final item she presented was a grant being pursued by CAFCI on the Ditch Trail behind the Heritage Care Center. The granting organization is the Next 50 Initiative and is a large source of funding for health-related issues of people 50 years and over on the western slope. Many people, including care-givers at the Heritage Care Center, use a series of trails and sidewalks that creates a loop beginning at Village Road, crossing Latigo Loop, then following Cowan Drive back to Highway 133. CAFCI has already been working with several partners including the Carbondale Public Works Department and the Parks & Recreation Department to install a concrete foundation and donated benches at several locations along the trail behind the Heritage.

Based on Niki’s presentation, Matt thought that mass transit, infrastructure needs, and priority corridors were three items that could be explored in more detail at future meetings.

Laurie suggested that education—especially before the biking season begins—would be a good use of the BPTC time. She asked if there was cyclist education at the local schools, to which several people responded that the P.E. teachers undertake that programming every year. Meg suggested that the P.E. teachers be invited to an upcoming meeting to get information about the topics they cover and whether they need help. Ben reminded the Commission that Darryl had won a grant that covered the purchase of a trailer for the purpose of bike education. The trailer is parked at the Basalt AVSC office, but arrangements could be made to use it when needed. He also pointed out that there are several burgeoning bike clubs in the area.
Based on continued conversation, Matt listed the following topics that could be included in upcoming meetings:

- Infrastructure improvements
- The expansion of mass transit
- Education (promote biking and walking)
- Enforcement
  - Speeding
  - Bike safety
- Promotional Events
  - Increase awareness of BPTC
  - Bike Month
  - Bonedale Bike Week

Meg suggested that they include the 8th Street project, so that members of the BPTC are present at any meetings held.

Niki advised that before a promotional event is held, a community needs assessment is completed so the BPTC is filling a desired need.

Ben recommended that mass transit may not specifically align with the BPTC mission and goals, and that it is a big topic that may require more energy than commission members want to volunteer. Michael suggested that the BPTC could act as a conduit to receive and pass along information. Meg followed that up with the point that the BPTC could act as a supportive group for specific issues.

Meg highlighted her desire to have a meeting devoted to the enforcement issue, because many accessibility problems stem from the lack of enforcement.

**BONEDALE BIKE WEEK**
This item was tabled until a later meeting.

**HOUSEKEEPING**
Niki expanded upon the Next 50 Initiative, specifically with regard to the sidewalk line item. One of the larger line items in the grant application is to complete the sidewalk along the south side of Cowan Drive between Red Hill Veterinary Clinic and Highway 133. The TOC would also need to be the applicant, instead of a fiscal sponsor, and the application requires a lot of Kevin’s time. Further, it is unclear how receptive the granting organization would be to provide funds for a piece of municipal infrastructure. Meg pointed out that while this may be a worthy project, there is a queue of priorities and this is the first time in her tenure as a Commissioner that this piece of infrastructure has ever been introduced. She went on to say that by releasing the 8th Street RFP, the community will expect some progress and the Commission shouldn’t divert its attention to a new project. Kevin suggested that they could defer the application until the June deadline to allow for further consideration.
ADJOURNMENT
The February 3, 2020, regular meeting adjourned at 7:35 p.m. The next regular meeting is scheduled for March 2, 2020, at 6:00 pm.

Respectfully submitted,
Kae McDonald