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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 08.28.2018

TITLE:  Accounts Payable

SUBMITTING DEPARTMENT:  Finance

ATTACHMENTS:  Accounts Payable for 08.28.2018

DISCUSSION:  The accounts payable include the annual lease for vehicle storage to T&T LLC for $8,400.00. The annual mosquito program cost of $6,900.00 is being paid to Garfield County. Design and hourly progress on the Red Hill Access Trails to Singletrack Trails, Inc. for $11,370.00 is included. 50% deposits are being paid to A to Z Recreation for a spinner, $4,078.00, and Little Tikes for play equipment, $4,809.00, at Sopris Park. A 50% deposit of $9,659.36 to High Profile Roofing is for Sopris Park and Miners Park.

The payroll for 8.10.18 was $163,236.28.  Tax liability for the town was $9,561.51.  Pension and Retirement liability was $9,944.00.

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: 8/10/2018 - 8/10/2018

Aug 10, 2018 10:39AM

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MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 14, 2018

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on August 14, 2018, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

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

Staff Present:

Town Manager
Town Clerk
Town Attorney
Finance Director
Building Official
Jay Harrington
Cathy Derby
Mark Hamilton
Renae Gustine
John Plano

CONSENT AGENDA

- Accounts Payable totaling $510,986.61
- BOT 7/17/18 Work Session Minutes
- BOT 7/24/18 Regular Meeting Minutes
- Liquor License Renewal Application- Carbondale Beer Works
- Liquor License Renewal Application – White House Pizza
- Art Gallery Renewal Application – Carbondale Arts
- Single Track Red Hill Trails Contract

Trustee Bohmfalk made a motion to approve the Consent Agenda. Trustee Kitching seconded the motion and it passed with:

7 yes votes: Silverstein, Sparhawk, Richardson, Kitching, Bohmfalk, Henry, Yllanes
PERSONS PRESENT NOT ON THE AGENDA

Jennifer Fulton, an Aspen realtor, stated that she is trying to sell a house in Keator Grove but has been unable to do so because of the deed restrictions. The owner has had four offers but all of the buyers were unable to obtain financing. Jay explained that the problem is not the deed restriction; the Aspen Skiing Company owns the majority of the units and the financial institutions require a larger down payment. Jay said that the Ski Company needs to divide up the properties and put them in Limited Liability Corporations. Staff will resume talks with the Skiing Company on this topic.

Katie Cooper, owner of the Keator Grove property for sale, stated that she bought the unit in 2008. She believed in community housing but the Skiing Company is renting six of their eight units. Not being able to sell her house has become a financial burden.

TRUSTEE COMMENTS

Trustee Sparhawk stated that she attended the Creative District meeting. They have created a map/guide of creative districts in western Colorado.

Trustee Sparhawk announced that on September 19th the Carbondale Chamber will be holding their annual business conference.

Trustee Sparhawk attended the Third Street Center Board meeting. The current president is stepping down so they elected a new president. They are currently looking for Board members.

Trustee Kitching attended the Ruedi Water and Power Authority Reclamation annual meeting. They are tracking how water is dispensed (matching water rights).

Trustee Kitching attended the Senior Matters Board meeting. A new Carbondale resident is requesting that an organized senior council be formed. They also talked about Main Street parking. Some of the seniors are complaining that the dining platforms and bike racks are taking up the parking spaces closest to stores/restaurants.

Trustee Kitching stated that Solar Rollers has applied for a Revolving Loan.

Trustee Kitching stated that the Crystal to Crested Butte Trail survey is complete. The findings are: recreation is secondary to conservation, people wish to support the character of the area, and respect for wildlife and the environment is extremely important.

Trustee Silverstein stated that Mountain Fair was a huge success.
Trustee Silverstein told the Board that the third Summer Sunday concert was held. They are changing the hours of the September concert to 3:00 pm – 7:00 pm. Their fundraising has been extremely successful this summer so they are donating $1,000 to Potato Day to help pay for the band.

Trustee Silverstein stated that the seniors are not the only ones complaining about the loss of parking spaces to the dining platforms and bike racks. Parking is an issue in town and people are frustrated with the platforms and bike racks. There is a perception that the Town is giving away parking spaces.

Trustee Henry noted that the Environmental Board minutes (in the packet) summarize the EBoard’s recommendations on trash hauling. Let Trustee Henry know if you have any questions.

Trustee Yllanes stated that last month the Parks and Recreation Commission did not have a quorum but a small group of them listened to the Horse Council’s stance on allowing only horses and hikers on the Sutey Ranch.

Trustee Yllanes told the Board that there was a big increase in pool usage this summer.

Trustee Yllanes commented that there were a lot of DUI’s the weekend of Mountain Fair. Jay noted that there have been a lot of DUI’s in the past several weeks and the message being sent is don’t drink and drive in Carbondale.

Trustee Bohmfalk stated that the Snowmass Drive sidewalk looks great. He did not receive one complaint about the street closure. Jay noted that the landscaping will not occur until the water restrictions are lifted.

Mayor Richardson stated that he attended the Garfield County Mayor’s meeting. The main topic was housing. They discussed the possibility of removing the Real Estate Transfer Assessment limitations from TABOR. Jay responded that changing TABOR requires a constitutional amendment. The Mayors agreed that they would like to change the AMI percentages for deed restricted housing.

Mayor Richardson stated that he attended the RE-1 Affordable Housing Open House. The housing is beautiful and there is already a waiting list.

Mayor Richardson stated that he attended the Start-Up Colorado work session. The takeaway was to grow the Town’s Revolving Loan Fund.

Mayor Richardson attended the RFTA Board meeting. The Board agreed to ask the voters for a 2.65 mill levy increase in November. He said that due to a recent court case RFTA has discovered that they have condemnation authority.
Mayor Richardson stated that the Horse Council has asked him to have the Bike/Pedestrian/Trails Commission consider what the Horse Council presented to the Trustees. Trustee Silverstein noted that there is not much horse ridership in town and he noted that the Sutey Ranch is not in town.

Mayor Richardson stated that the Town received a letter from Xcel Energy asking the Town to write a letter supporting their Colorado Energy Plan. The Board agreed there is not sufficient time to write the letter.

Mayor Richardson thanked everyone involved with Mountain Fair; it was a great event.

Mayor Richardson stated that the Town is making good headway with water conservation.

**PROCLAMATION – COMPASSIONATE CARBONDALE WEEK**

Mayor Richardson read a proclamation honoring Compassionate Carbondale Week.

**ATTORNEY’S COMMENTS**

The attorney did not have any comments.

**SPECIAL EVENT LIQUOR LICENSE – CARBONDALE CLAY CENTER**

The Carbondale Clay Center has applied for a Special Event Liquor License and street closure for the event. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Sparhawk made a motion to approve Carbondale Clay Center’s Special Event License Application and street closure. Trustee Yllanes seconded the motion and it passed with:

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

**SPECIAL EVENT LIQUOR LICENSE – NO MAN’S LAND FILM FESTIVAL**

No Man’s Land Film Festival has applied for a Special Event Liquor License for their annual film festival. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Bohmfalk made a motion to approve No Man’s Land Film Festival’s Special Event Liquor License. Trustee Kitching seconded the motion and it passed with:

7 yes votes: Silverstein, Bohmfalk, Sparhawk, Richardson, Kitching, Yllanes, Henry
APRIL LONG, EXECUTIVE DIRECTOR, RUEDI WAER AND POWER AUTHORITY (RWAPA)

Mark Fuller out-going RWAPA executive director, introduced the Board to the in-coming Executive Director April Long.

Mark told the Board that the Mussel Invasive Species program is going smoothly. They have done over 1,600 inspections and they intercepted two boats carrying mussels. The threat of the invasive species is increasing. They have received funding from the State for infrastructure improvements. They have also received support from the Bureau of Reclamation and will do site improvements.

Mark stated that this has been a very difficult water year given the drought. They are juggling to keep reasonable river flows which have resulted in unusual water releases. They are trying to reduce the water temperature. If the drought continues next year they are going to have to make tough decisions as to who gets water when.

April Long said RWAPA is working with the Roaring Fork Conservancy to update the Watershed Plan. There are 200 action items. They are looking at the progress that has been made and they are setting priorities for the next few years. Mayor Richardson asked if this summers’ events have changed the Plan. April responded yes, they are looking at projects to increase water flows – it is a major priority.

PERMISSION FOR RFTA GOATS TO GRAZE IN TOWN

Brett Meredith, RFTA Trails and Corridor Manager, is asking the Board for a variance/waiver of Section 7-6-10 (prohibiting goats in town) of the Municipal Code.

This is the third year the goats will be in town to help eliminate noxious weed and to rebuild the ecosystem and soil health. There will be two herds with 225 goats per herd.

Trustee Bohmfalk asked Brett if the goats have been effective. Brett responded yes, but it takes time to get rid of the weeds. Trustee Bohmfalk noted that the corridor improvements have been well received.

Trustee Bohmfalk made a motion to allow the goats to graze in the town’s limits. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Sparhawk, Henry, Yllanes, Richardson, Kitching, Silverstein, Bohmfalk
COLORADO COMMUNITIES FOR CLIMATE ACTION (CC4CA) LEGISLATIVE POLICIES

Trustee Sparhawk stated that the CC4CA Policy Committee and Steering Committee have created a policy agenda with 21 policy positions which will guide the work of the CC4CA staff for the coming legislative session.

Trustee Sparhawk went over each of the 21 policy positions. The Board did not have any concerns.

Trustee Sparhawk made a motion to adopt the CC4CA Policy Positions as presented. Trustee Silverstein seconded the motion and it passed with:

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

Trustee Sparhawk explained the CC4CA is pursuing a strategy on fuel standards with the Air Quality Commission. The Board approved of CC4CA’s work on this issue.

ORDINANCE NO. 14, SERIES OF 2018 – ADOPTING THE 2015 ENERGY CODE

John Plano explained that one change needs to be made to the ordinance. The ordinance erroneously lists the Town in Climate Zone 5; we are in Climate Zone 6.

John explained that the Town is currently using the 2009 International Codes. Staff is considering adopting the 2015 International Codes. However, in order to help comply with the energy goals of the Town, staff recommends accelerating the adoption of the 2015 International Energy Conservation Code. The next step would be to update the Residential Efficient Building Program to be more compatible with this new energy code.

John noted that the 2015 Energy Code is already being used in Glenwood Springs, Basalt, Aspen and Pitkin County so many of the architects and contractors are familiar with the Code.

The Board did not have any questions or concerns.

Trustee Silverstein made a motion to approve Ordinance No. 14, Series of 2018, Adopting the 2015 Energy Code with the amendment changing the Town to Climate Zone 6. Trustee Sparhawk seconded the motion and it passed with:

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

Pat Hunter, Satank, stated that there is more involved in supervising the new Codes. There are a lot of gray areas where judgement need to be made. He encouraged the
Board to give John some help. People in the trade need to recognize that things will be done differently. He recommended that the contractors receive training.

**TOWN MANAGER'S ANNUAL EVALUATION**

The Town Manager received a favorable evaluation.

**ADJOURNMENT**

The August 14, 2018, regular meeting adjourned at 8:30 p.m. The next regularly scheduled meeting will be held on August 28, 2018, at 6:00 p.m.

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**APPROVED AND ACCEPTED**

______________________________

Dan Richardson, Mayor

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**ATTEST:**

______________________________

Cathy Derby, Town Clerk
RESOLUTION NO. 10
SERIES OF 2018

A RESOLUTION APPROVING REVISIONS TO THE EMPLOYEE HANDBOOK FOR THE TOWN OF CARBONDALE AND UPDATES TO THE TOWN OF CARBONDALE ADDENDUM POLICIES CONTAINED IN THE HANDBOOK.

WHEREAS, the Town of Carbondale, Colorado Employee Handbook was revised and adopted May 1, 2015; and

WHEREAS, the Town Manager and Finance Director have presented to the Board of Trustees an updated Employee Handbook and Policies for the Town, which Handbook and Policies have been reviewed with assistance, input and comments from the Town department heads, Town attorney and Mountain States Employment Council; and

WHEREAS, the Board of Trustees have reviewed the updates to the Handbook and Policies and finds it is in the best interest of the Town and its employees to adopt the revisions to the Employee Handbook and Policies; and

WHEREAS, the Board of Trustees finds that the revised Employee Handbook will serve to further inform employees of Town personnel policies of general applicability and that current and sound personnel policies are an essential part of recruiting and retaining excellent employees and extending high quality services to the public; and

WHEREAS, the Board of Trustees further finds that authority to make changes to the policies contained in the Employee Handbook should be delegated to the Town Manager, who is responsible for oversight and control of personnel and related matters;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Carbondale, Colorado:

1. The Town of Carbondale Employee Handbook, dated July 2018, is hereby approved and adopted and shall read as amended on the attached Exhibit A (deletions are in strikethrough, additions are in bold italic).

2. This Resolution and the Employee Handbook attached hereto shall take effect September 1, 2018. All employees of the Town shall be provided a copy of the updated Employee Handbook and shall sign an acknowledgement for receipt of the handbook.

3. The previous Town of Carbondale Employee Handbook, dated April 2015, and any amendments thereto are hereby rescinded effective September 1, 2018.
4. The Town Manager is hereby authorized and delegated the authority to make changes to the policies contained in the Employee Handbook adopted by this Resolution without necessity of Board approval thereof; provided however, that the foregoing shall not limit the authority of the Board to repeal any such change by appropriate ordinance or resolution. Any changes promulgated by the Town Manager will be in writing, reviewed by the Board, and all employees of the Town shall be provided a copy of such change and will sign an acknowledgement and receipt of the change.

INTRODUCED, READ AND ADOPTED, this 28th day of August, 2018.

TOWN OF CARBONDALE

_____________________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
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IMPORTANT NOTICE

AT THE TOWN OF CARBONDALE, NEITHER THE EMPLOYEE NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH TOWN OF CARBONDALE IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER WITH APPROVAL OF THE TOWN BOARD, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.
EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY/UNLAWFUL HARASSMENT

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to The Town or cause a direct threat to health or safety. Employees needing such accommodation are instructed to contact their supervisor or the Finance Department immediately.

Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town’s business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

The Town will not deny employment opportunities or retaliate against an employee because of an employee’s request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Sexual Harassment

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

• Submission to such conduct is made explicitly or implicitly a term or condition of employment.
• Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment.
• Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, electronic media, or emails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable The Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your immediate supervisor, Department Head, Town Manager or Town Attorney. The Town will investigate the matter and take corrective action as appropriate. Your complaint will be kept as confidential as practicable. If you prefer not to go to any of these individuals with your complaint, you should report the incident to the Finance Director.

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If The Town determines that an employee’s behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

EMPLOYEE STATUS

- Full-time Employee an employee normally scheduled to work at least 40 hours per week. Full-time employees are currently eligible for The Town benefits.
- Part-time Employee an employee normally scheduled to work less than 30 hours or less than a 30-hour workweek. Part-time employees are currently ineligible for The Town benefits.
- Temporary Employee an employee who is hired in a job established for a temporary period or for a specific assignment. Temporary employees are currently ineligible for The Town benefits.
- Exempt Employee an employee who is not eligible for overtime pay.
- Nonexempt Employee an employee who is nonexempt is eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.

PERSONNEL RECORDS

The Town keeps a personnel file as a record of your employment. It is important for this record to be up-to-date and complete. This enables us to reach you in an emergency, forward your mail, and properly maintain your insurance and other benefits. It also helps keep track of your payroll deductions and many other things that concern you as an individual.
Notify the Finance Department immediately if you have changes in any of the following areas: Name, residence, telephone, marital status, insurance changes, tax exemptions, person to notify in case of an emergency, and other relevant information.

Additionally, you should notify your Department Head if you complete educational or training courses. This information may be considered with your other employment records as job opportunities arise in the Town.

If you want to look at your file or discuss it with someone, contact the Finance Department.
EMPLOYEE BENEFITS

INSURANCE BENEFIT PLANS

The Town’s comprehensive benefits package includes a number of different plans for employees.

Group Health, Dental and Vision Insurance Plan

Currently, all full-time employees are eligible for enrollment in the group health, dental, life and vision plans after beginning employment. Coverage is effective on the first day of the month following the employee’s first 30 days of employment. Currently the Town pays the total premium for health, vision and dental coverage for employees. The Town and the employee share dependent coverage cost for health and dental. Dependents are not eligible for vision coverage but paid 100% by the employee. Please see the Summary Plan for specific details.

Life Insurance Plan

Currently the Town provides term life insurance coverage of $50,000 for each employee. Dependents are also covered under term life insurance for $5,000 for spouse and $2,000 for each child. In the case of an employee’s or dependent’s death, life insurance provides a cash benefit to beneficiaries.

Retirement

The Town provides retirement for its employees through two separate retirement plans. All full-time employees participate in the 401-retirement plan and may elect to participate in the 457-retirement plan.

401(a): Administered through AXA, the Town contributes 5 percent of the employee’s gross annual wage to this plan. Employee contribution is not available in this plan.

457 Deferred Compensation: This plan allows employees to voluntarily set aside additional funds for retirement. The maximum contribution rate is subject to Internal Revenue Service guidelines and varies from year to year.

Sworn police officers have a supplemental retirement benefit. See the Finance Department for additional information.

Cafeteria Plan:

The Cafeteria Plan allows employees who choose to participate to pay their group medical premiums and non-covered expenses on a pre-tax basis. Dependent care costs may also be paid through pre-tax payroll contributions.

Uniforms: Uniforms and apparel paid for by the Town are approved annually as part of the budget process. Department Heads determine the amount annually for each employee. The employee is responsible to get approval for purchases. If unapproved by the Department Head, the employee is responsible to reimburse the Town.

The Town provides specific benefit for employees who are required to wear gloves and safety shoes. Again, the Department Heads determine the amount annually for each employee. The employee is responsible to get approval for purchases. If unapproved by the Department Head, the employee is responsible for reimbursement to the Town.
**Gloves:** All employees required to wear gloves in their jobs will be provided with Town approved gloves upon beginning employment. These gloves are considered Town property and must be returned upon termination. Gloves are to be kept within the workplace and worn as circumstances and safety guidelines dictate.

**Safety Shoes:** The Town will provide up to $120 $135 per year toward the purchase of safety shoes for the employee whose job requires the wearing of safe footwear. Employees are required to maintain the shoes. Employees may purchase additional or replacement shoes within the year at their own cost.

**HOLIDAYS**

Full time employees receive holiday pay for Town observed holidays. Part-time and seasonal employees are not eligible for holiday pay. The Town currently observes the following holidays as days off with pay:

- New Year’s Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- A Floating Holiday

When a holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, the following Monday is observed. Should any one of the observed holidays occur during an employee’s vacation period, an additional day of vacation may be granted.

Holiday time is counted as hours worked in the computation of overtime.

Employees are paid at the regular straight time rate for eight hours for a holiday not worked. If an employee works on an official Town holiday the employee will be paid at one and one-half times the regular rate for the number of hours worked on the holiday and will receive eight hours of holiday pay. Department Head or designee approval must be granted before a nonexempt employee may work on a holiday.

Employees are encouraged to use the floating holiday for other observance that they may choose to recognize. The floating holiday does not accrue from year to year and must be used in the calendar year in which it is provided. The floating holiday not utilized in the given calendar year will be lost and not paid at termination. The floating holiday must be used in a full day increment.

Employee must have been employed by the Town on or before January 1 of the year in which the holiday falls to be eligible for the floating holiday. Full time employees hired before January 1, 1991 receive two Floating Holidays.
SICK LEAVE PAY

The Town provides full-time employees with paid time off to care for family members or oneself in the event of illness.

An employee will be eligible to accrue sick leave once he/she begins employment with the Town. Sick leave, however, may not be taken until the Town has employed the employee for one (1) continuous month. Sick leave accrues at a rate of 8 hours per month for all full-time employees. Accrual begins immediately upon beginning employment and is prorated for the first month of employment based on starting date. There is no limit on maximum sick leave accumulation; however, leave time does not accrue while an employee is in a leave without pay status.

Payment is made on the basis of straight time for an eight (8) hour day. Time away from work should be documented on the employee’s time sheet. Approved sick leave is included in hours worked for full-time employees for overtime purposes.

Inappropriate or false use of sick time will not be tolerated. Sick leave may be used for the purposes listed below:

- Sickness or injury incapacitation;
- Medical, dental or optical examination, treatment, or preventive care as well as professional counseling;
- Employee exposure to a contagious disease or illness that may jeopardize the health of others; and
- Attendance to the medical needs of immediate family members is required. Family members include spouse, common law spouse, parent, children (biological or by marriage), father-in-law, mother-in-law, grandparents and significant others.

Vacation or other accrued leave will be used in the event of prolonged illness or injury where all sick leave has been exhausted by that employee.

A doctor’s release may be required after any illness. A doctor’s release will be required verifying that you are able to return to work following an injury or illness resulting in three (3) or more consecutive days’ absence.

Advanced Sick Leave:

If an employee exhausts their available paid leave and remains away from work for illness or injury, the employee may receive advanced sick leave. Once the employee is able to return to work, the employee’s future sick and vacation leave accruals will be used to repay the Town for the advanced sick leave. Fifty percent of the employee’s future accrual will be used to repay the advanced sick leave and fifty percent will be available to be used by the employee for future qualifying illnesses or injuries. If an employee leaves employment prior to repaying the advanced sick leave, such balance will be deducted from the employee’s final paycheck.

Sick Time Cash Conversion:

Accrued sick leave will be paid according to the following schedule upon voluntary termination or death of an employee at the employee’s current rate of pay.
VACATION

The Town provides its full-time employees with paid time off during the year. Time off is accrued immediately upon beginning employment but cannot be taken until after the employee’s first full 90 days of continuous service as a full-time employee.

Vacation time shall be scheduled, approved and shall not exceed fifteen (15) consecutive workdays without Town Manager approval. In the event of conflicting dates or the situation where too many employees request the same vacation dates, the Department Head will make the final determination considering vacation priority and scheduling to ensure adequate staffing of the department.

Vacation time is accrued on a bi-weekly basis and is effective upon the anniversary date in accordance with the following schedule. Vacation time may not be used until it has been accrued.

<table>
<thead>
<tr>
<th>Employee Anniversary Date</th>
<th>Employee Vacation Accrued Per Month</th>
<th>Total Vacation Days Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 through 4</td>
<td>6.67 hours</td>
<td>10 days</td>
</tr>
<tr>
<td>Years 5 through 9</td>
<td>10.0 hours</td>
<td>15 days</td>
</tr>
<tr>
<td>Years 10 through 14</td>
<td>13.33 hours</td>
<td>20 days</td>
</tr>
<tr>
<td>Year 15</td>
<td>14.0 hours</td>
<td>21 days</td>
</tr>
<tr>
<td>Year 16</td>
<td>14.67 hours</td>
<td>22 days</td>
</tr>
<tr>
<td>Year 17</td>
<td>15.33 hours</td>
<td>23 days</td>
</tr>
<tr>
<td>Year 18</td>
<td>16.0 hours</td>
<td>24 days</td>
</tr>
<tr>
<td>Year 19 and Above</td>
<td>16.67 hours</td>
<td>25 days</td>
</tr>
</tbody>
</table>

An employee may carryover up to 15 days (120 hours) of vacation into the next calendar year. Carryover above the 15 days will be forfeited if not used by the end of January.

Employer-observed holidays that occur during an employee’s vacation will not be counted as a day of vacation. Approved vacation leave is included in hours worked for full-time employees.

Buy Down of Employee Vacation Leave

The Town recognizes that some employees may have an extended number of accumulated vacation leave days on record. To facilitate employee use of these accumulated days, the Town will consider a “buy down” of employee vacation leave within the following guidelines.
1. Vacation leave may be used for unanticipated medical emergencies.
2. Vacation leave may be used for housing purchases including down payments and upgrades to employee housing of employee’s primary residence.
3. Employee may use vacation leave for education purposes.
4. The Town Manager shall review all requests for vacation conversion. The Manager may approve requests for conversion in amounts not to exceed $5,000. The Board of Trustees will review any request for vacation conversion in excess of $5,000.
5. All requests for vacation to cash conversion shall be based upon the employee’s base salary. An employee cannot request more than one application for vacation conversion in a 12-month period.
6. All requests for vacation conversion shall be submitted in writing to the Town Manager. The employee shall provide verification that the funds converted are used for the purpose stated in the letter.
7. The Board of Trustees at its discretion may grant variances from this policy.

Upon separation, employees are eligible for payment of any unused vacation time at the employee’s current rate of pay. In the event of the death of the employee, unused vacation time is payable to the employee’s estate.
LEAVES OF ABSENCE

DOMESTIC ABUSE LEAVE

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Finance Department for more information.

FUNERAL LEAVE

In the event of the death of an employee’s immediate family member or members, the Town shall provide up to five (5) days of paid leave for the funeral attendance/memorial observance, making of funeral/memorial arrangements, and travel. Three days of paid leave is allowed for the death of other family members. Employees are eligible for funeral leave immediately upon employment.


Other family members shall be defined as nieces, nephews, brother and sister in-laws, legal guardian, aunts, or uncles.

Paid leave is only provided for days that the employee was scheduled to work.

JURY DUTY

The Town recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

Employees receive regular pay for the first three days of jury duty if they were scheduled to work and they provide confirmation of juror service.

Beginning the fourth day and thereafter, employees, as jurors, are paid $50.00 per day by the State of Colorado for state, district, or county court jury duty. Jury duty leave beyond this time is without pay from The Town.

FAMILY AND MEDICAL LEAVE

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee’s child after birth, or placement for adoption or foster care.
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee’s job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military
events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”

**Benefits and Protections**

**During FMLA leave, The Town maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.**

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer’s jury duty pay are not granted on unpaid leave.

**Eligibility Requirements**

Employees are eligible if they have worked for this the Town for at least 12 months, for 1,250 hours over the previous 12 months.

**Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Town, or 26 weeks as explained above. The Town uses the twelve-month period measured forward from the first day of the leave (a rolling twelve-month period).

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town’s agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town’s normal paid leave policies. This policy states that accrued sick, comp, floating holiday, and vacation are used concurrently with FMLA. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town’s normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town’s expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town’s attendance guideline. Employees on leave must contact the Finance Director at least two days before their first day of return. A return to work document from the medical provider is required if FMLA was provided for medical reasons.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the Town determines that the leave is not FMLA-protected, The Town will notify the employee.
Unlawful Acts

FMLA makes it unlawful for the Town to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Family Care Act Leave

The Town provides up to 12 weeks of unpaid leave to eligible employees to care for their partners in a civil union or domestic partnership, who have serious health conditions. Generally, leave under the Family Care Act is administered consistent with FMLA regulations. Contact your supervisor or the Finance Director if you need family care leave.

MEDICAL LEAVE (FOR EMPLOYEES PRE- AND POST-FMLA)

A medical leave of absence may be granted to full-time employees for absences arising from the employee’s illness, injury, or pregnancy. This leave may be approved under the following circumstances:

- The employee is not eligible for FMLA leave, or
- Has exhausted all available FMLA leave.

The following conditions must be met for a medical leave to be granted:

- The employee has completed ninety (90) days of employment with the Town.
- The employee notifies the immediate supervisor as soon as possible of the need for medical leave.
- All available sick leave and earned vacation are used at the beginning of the leave of absence.
- The employee submits to the supervisor a written statement from the attending medical provider outlining the reason for leave and the estimated time needed. (The Town may require the employee to obtain an opinion from a medical provider selected by the Town.)
- The immediate supervisor and the Finance Director approve the leave before the leave is taken.

Medical leaves, and any extension of leaves, generally will be limited to no longer than twelve (12) weeks. An employee ready to return to work from leave must present a medical provider’s statement indicating ability to return to work. If an employee is unable to return to work at the end of FMLA/extended leave, the employee may be entitled to additional accommodation under the Americans with Disabilities Act (ADA) or other law. The employee must supply sufficient information from their medical provider indicating that they are unable to return due to a disability and the likely date the employee will be able to return to work with or without reasonable accommodation. The employee must qualify for coverage under the ADA and any accommodation provided must be reasonable and not result in any undue hardship to the employer. The scope and duration of the potential accommodation will be determined after an interactive dialogue between the employee and the Town.
The Town may reinstate an employee ready to return from a medical leave of absence, when in the opinion of the Town, it is practical to do so or as a reasonable accommodation under the ADA.

The Town currently continues medical and life insurance benefits for an employee on leave for a maximum of twelve (12) weeks as long as the employee continues to pay the employee's portion of the premium. Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave. Part-time employees are not eligible for a leave of absence under these guidelines except as may be required by the ADA. Also see guidelines for Family and Medical Leave (FMLA Leave).

Part-time employees are not eligible for leave under these guidelines except as required for a disability.

**MILITARY LEAVE**

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veteran's re-employment rights. The Town pays for the first 15 days of leave. After that time, leave is without pay.

**PARENTAL INVOLVEMENT LEAVE**

Eligible employees may be granted parental involvement leave to attend academic activities for school aged children. To be eligible, an employee must work in a nonexecutive or nonsupervisory capacity and be the parent or legal guardian of a child enrolled in either public or private school grades K-12 or certain nonpublic home-based educational programs. Employees can take leave for the following academic activities: Parent-teacher conferences and meetings about special education services, response to intervention, dropout prevention, attendance, truancy, or disciplinary issues.

**Use of Leave**

Full-time employees may take up to a maximum of 18 hours in an academic year to attend such activities. Part-time employees may take leave on a prorated basis. Employees may not take more than six hours of leave in any one-month period and leave may not be taken in increments of longer than three hours.

**Paid Leave Substitution**

The organization requires employees to use accrued paid leave (sick, vacation, comp, floating holiday, or other leave) while taking Parental Involvement Leave. Further leave may not be provided where an employee has exhausted accrued paid leave.

**Notice Requirements**

Except in emergencies, employees are required to provide at least one calendar week's advance notice of the need for leave. Employees must provide written verification of the academic activity from the school or school district. In emergencies, employees are required to provide notice and written verification from the school as soon as possible after learning of the need for leave. Employees are required to make a reasonable attempt to schedule academic activities outside regular work hours.
Limitations on Leave

The organization may limit the ability of an employee to take Parental Involvement Leave in cases of emergency or in other situations where the employee taking leave may endanger a person's health or safety or in a situation where the absence of the employee would result in a halt of service or production.

PERSONAL LEAVE

Normally, personal leaves of absence are not granted. If, on rare occasions, management deems the circumstances warrant approval, an unpaid leave for non-medical reasons would be granted for not more than 30 days.

VOTING

Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their supervisor no later than the day prior to Election Day.
PAY

OVERTIME

From time to time, employees may be required to work overtime. In these instances, employees are given as much advance notice as practical. Nonexempt employees are paid at the rate of one and one-half times their regular hourly rate for hours worked in excess of 40 during the established workweek. The established workweek begins at 12:01 a.m. on Sunday and ends at 12:00 p.m. midnight on Saturday.

For purposes of calculating overtime payments, hours actually worked, holidays and vacation are counted.

For employees, hours worked in excess of 12 hours in a day, 12 consecutive hours without regard to the starting and ending time of the workday, or 40 hours per workweek, whichever results in the greater payment of wages, are paid at one and one-half (1½) times the employee's regular hourly rate. When an employee has daily overtime and weekly overtime hours, the payment of daily overtime counts toward the payment of the weekly overtime. The established workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The Town considers actual hours worked, vacation hours, holiday hours and sick leave hours as hours worked toward the calculation of overtime.

Authorized overtime at a rate of one and one-half times the regular hourly rate will be paid or provided as compensatory time for all hours worked over forty hours per week by non-exempt employees. The Police Department may, with the approval of the Town Manager and within the parameters of the FLSA, establish a different work period and may establish a higher threshold for earning overtime.

Overtime must be authorized by an employee's Department Head prior to working any overtime hours, and approved by the Department Head's, designee's or supervisor's initials on the employee's time card prior to submission for payroll processing.

COMPENSATORY TIME

Full-time, non-exempt employees may receive compensatory time on a time and a half basis in lieu of overtime pay. The maximum compensatory time accrual is 24 hours. Employees may receive overtime pay instead of compensatory time any time before the 24-hour maximum accumulation at Department Head discretion. However, after the 24-hour maximum is reached, the employee must be compensated for overtime hours at one and one-half times the regular pay rate. Department Heads may make exceptions to the maximum of 24 hours on a case-by-case and temporary basis.

Compensatory time is paid to the employee upon termination for all hours, accrued within the employee's compensatory time bank at the time of termination.

Part-time or temporary non-exempt employees are not eligible for compensatory time.

PAYDAYS

Pay Period: The Town pays its employees on a bi-weekly basis thus establishing 26 pay periods per year. The pay period follows the standard workweek which begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on the following Friday.
**Pay Dates:** Employees are paid in accordance with the pay date schedule established each year by the Finance Department. If the payday falls on a holiday, payment will be made on the workday preceding the holiday.

**Direct Deposit:** The Town will utilize direct deposit for employee payroll. The Finance Department is able to directly deposit an employee’s paycheck in multiple accounts. Pay stubs will be distributed on Friday in the same manner as a paycheck.

**Payroll Questions and Adjustments:** Questions concerning pay or related matters should be brought to the attention of the Department Head. The Department should coordinate with the Finance Department in resolution of any problem. Should adjustments be necessary, they should appear on a subsequent paycheck.

The Town does not accommodate requests for an advance on an employee’s pay.

**Time Reporting:** Employees will be responsible for documenting all time worked and leave taken on the appropriate time sheet. Time is to be documented on a daily basis. The Department Head or designee should approve the time sheet before submitting to the Finance Department for payment.

Employees must complete their own time sheet. Completion of another employee’s time sheet or falsifying time sheet information will not be tolerated. Employees are not allowed to make adjustments to the timesheet without the Department Head’s written approval. Any corrections or adjustments must be submitted to the Department Head for adjustment/authorization.

**PAY FOR EXEMPT EMPLOYEES**

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to the Finance Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed on the next paycheck.

**TIME REPORTING**

Nonexempt employees are required to complete a time sheet daily. At the conclusion of each pay period, employees must sign the time sheet and submit it to their immediate supervisor for signature and approval. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off.

Exempt employees are required to complete a time sheet daily reporting time off from their regular work schedule.

Nonexempt employees must take a full 30-minute lunch period. Notify your supervisor immediately, if you lunch is shorter than 30 minutes or if your lunch is interrupted by work.

These records are the only ones used by the Town to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also chose to keep their own personal time records must provide them to the Town if they find a discrepancy between the Town’s records and their records. Employees should contact their
supervisors or the Finance Director with any questions about how their pay is calculated. Employees must promptly notify their Supervisor or Department Head of any mistakes in their time records or pay. Employees also must notify one of these individuals if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated and appropriate corrective action will be taken. The Town will not tolerate retaliation against employees for making a report or participating in an investigation.

**EXPENSE REIMBURSEMENT**

Request for reimbursement of out-of-pocket expenses are to be submitted to the Finance Department on the appropriate reimbursement form showing itemized expenditures with substantiating receipts and Department Head approval.
WORK ENVIRONMENT

ALCOHOL AND DRUGS

The Town is committed to a safe, healthy, and productive work environment for all employees, free from the effects of non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, sale of controlled substances or alcohol on Town premises or during town time is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana’s legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

Testing is an important element in the Town’s efforts to ensure a safe and productive work environment. The Town has issued a separate statement for this testing program. Please refer to this separate statement, the Finance Director, or your supervisor if you have specific questions.

ANTI-VIOLENCE

Employees must not engage in intimidation, threats or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to the Town property, or any other act, which in management’s opinion is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to management.

Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

The Town prohibits the possession or use of unconcealed weapons and the use of concealed weapons on the Town property, regardless of whether or not the person is licensed to carry the weapon. This guideline applies to all Town employees, contract and temporary employees, visitors and customers on Town property, regardless of whether or not they are licensed to carry a concealed weapon.

Concealed weapons for which the individual has a permit must be unloaded or properly disarmed so as to render them un-dischargeable or unusable while on Town property. Further, the individual with the concealed weapon who has a permit must report to the Police Chief or Town Manager that they are carrying a concealed weapon while on Town property and must show the Police Chief or Town Manager the permit. You must provide the Police Chief or Town Manager the weapon for inspection. Additional precautions may be taken depending upon the circumstances.

APPEARANCE, ATTIRE, AND HYGIENE

The Town believes an employee’s dress and grooming should be appropriate to the work situation. Radical departures from what the Town considers conventional dress or personal grooming are not permitted regardless of the nature of the job performed.

The Town of Carbondale Employee Handbook
General guidelines are as follows:

- Employees are expected to be conscious of personal hygiene habits and arrive at work bathed, cleaned and neatly groomed.
- Employees are expected to dress in a manner normally acceptable in professional business establishments.
- Hair should be clean, combed, and neatly trimmed. Unnatural colors are not tolerated.
- Sideburns, moustaches, and beards should be neatly trimmed. Eccentric styles of facial hair are not permitted.
- Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach, or your underwear is not appropriate.
- Perfume, cologne, or after shave should be used sparingly. If employees report for work improperly dressed or groomed in the Town's opinion, their supervisor may instruct them to return home to change clothes.

ATTENDANCE AND PUNCTUALITY

All employees are expected to be on time and punctual for showing up to work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the business.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. In the event the supervisor is unavailable, the employee should contact the next level of management. Leaving messages with other employees or on voice mail is not acceptable.

A doctor’s release may be required after any illness. A doctor’s release will be required verifying that you are able to return to work following an injury or illness resulting in three (3) or more consecutive days’ absence.

Failure to call in when absent for two consecutive days will result in termination.

COMMUNICATION SYSTEMS

The Town's computer network, access to Internet, e-mail and voice mail systems are business tools intended for employees to use in performing their job duties. These systems are intended for employees to use in performing their jobs. Therefore, all documents and files are the property of the Town. All information regarding access to the Town’s computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential and may not be disclosed to non-Town personnel.

All computer files, documents, and software created or stored on the Town’s computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Computer equipment should not be removed from the Town premises without approval from a Department Head. Upon separation of employment, all communication tools should be returned to the Town.
PERSONAL USE OF THE INTERNET

Some employees need to access information through the Internet in order to do their job. Use of the Internet is for business purposes during the time employees are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the Town prohibits the display, transmittal, or downloading of material that is in violation of The Town guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time.

Software and Copyright

The Town fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in the Town facilities.

Unauthorized Use

Employees may not attempt to gain access to another employee’s personal file of e-mail messages or send a message under someone else’s name without the latter’s express permission. Employees are strictly prohibited from using the Town communication systems in ways that management deems to be inappropriate. If you have any question whether your behavior would constitute unauthorized use, contact your immediate supervisor before engaging in such conduct.

E-mail

E-mail is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The Town prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on the Town premises at any time. Management may monitor e-mail from time to time. In compliance with the open records act, email will be kept on file for twelve (12) months.

Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee’s e-mail messages.

Personal use of social media is never permitted on working time by means of the Town’s computers, Town-issued mobile devices, networks, and other IT resources and communications systems. Social media postings by an employee on a blog, wiki, or social networking site are considered personal communications and are not organization communications. All postings on a blog, wiki, or social networking site on behalf of the Town must be preapproved and sent by authorized employees.

SOCIAL MEDIA

Personal postings by an employee concerning the Town are not prohibited provided they comply with guidelines set forth below or in this handbook. If you publish or post regarding Town matters, you should include a disclaimer making clear the posting is your own and does not necessarily represent Town positions, strategies, or opinions.

When you use social media, use good judgment. We request that you be respectful of the Town, our employees, our customers, our partners and affiliates, and others.
You must comply with all applicable laws including copyright and fair use laws. You may not disclose any sensitive, proprietary, confidential, or financial information about the Town.

A blog, wiki, or social networking site is not the ideal place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the Town must be made consistent with the complaint process in this handbook so that they can be addressed.

Employee postings in violation of this guideline will not be tolerated.

**Voice Mail**

The Town voice mail system is intended for transmitting business-related information. Although the Town does not monitor voice messages as a routine matter, the Town reserves the right to access and disclose all messages sent over the voice mail system for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

**Telephones/Cell Phones/Mobile Devices**

Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

Confidential information should not be discussed on a cell phone or mobile device. Phones and mobile devices with cameras should not be used in a way that violates other Town guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

For safety reasons, employees should avoid the use of cell phones and mobile devices to make calls while driving. Employees must park whenever they need to use a cell phone. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting or other similar forms of manual data entry or transmission is permitted only where the vehicle is at rest in a shoulder lane or lawfully parked.

The Town telephone lines should not be used for personal long distance calls. Employees that need to be accessible by cell phone may use their personal phones and be reimbursed by the Town up to $35 per month or request a Town cell phone be provided. The Department Head will evaluate your request.

Whether you have a town issued cell phone or your personal cell phone that is reimbursed the compliance with the open records act will be in effect for texts, emails, messages and will be kept on file (saved) for twelve (12) months.

**GUIDELINES FOR CONDUCT FOR EMPLOYEES**

The Town recognizes that certain guidelines for conduct are necessary for the orderly operation of the Town and for the benefit and protection of the rights and safety of the Town employees and citizens. These are guidelines only and should not be considered to be exclusive.

To clarify understanding of that which is considered unacceptable conduct, the Town offers the examples listed below, while not exhaustive, for the identification of improper conduct that may be the subject of disciplinary action including immediate written warning which may involve immediate discharge. The Town retains the right to identify conduct that may not be listed below as improper and to treat same as the subject of immediate discharge.

1. Theft or unauthorized removal of Town property, another employee's property from the premises or personal use of the same without supervisory approval.
2. Altering or falsifying Town records or reports.
3. Using, possessing or selling alcohol or unlawful drugs on Town premises, including Town vehicles or reporting to work under the influence of alcohol or unlawful drugs.
4. Improper use of authority or position within the Town for personal profit or advantage.
5. Entering false information on the employment application or other personnel records or failing to answer all questions fully and truthfully.
6. Actions resulting in injury to individuals or willful destruction/damage to the Town, customer or employee property.
7. Acceptance of any gift, fee, money or other valuable consideration provided with the intent to influence the employee in the performance of official duties.
8. Disregard or violation of safety, fire or security standards and regulations. Failure to use prescribed safety practices with equipment, chemicals and tools.
9. Unauthorized divulgence of confidential Town information.
10. Insubordination—refusal to follow reasonable supervisory instruction or perform assigned tasks.
11. Failure to report to work or leaving work without valid excuse during the standard work schedule without notifying an immediate supervisor or senior management as the case may require.
12. Conviction of a felony or other criminal act, which occurred either on or off the job.
13. Use of profane, abusive or threatening language or action around or toward fellow employees or supervisors.
14. Absenteeism or tardiness.
15. Neglect of duties or sleeping during scheduled work hours.
16. Disregard for customer relations, rude or discourteous conduct toward a customer or citizen.
17. Failure to immediately report an accident or injury on the Town premises or during the conduct of business on behalf of the Town to the nearest supervisor or manager.
18. Incompetent or unsatisfactory work performance as defined within the given job duties and/or other standard duties and expectations employed while working with customers and suppliers on behalf of the Town.
19. Conduct that would bring serious discredit to the Town, its employees, customers and/or its suppliers.
20. Rude or discourteous conduct toward other employees and/or customers or suppliers of the Town.
POLITICAL ACTIVITIES

To serve the best interests of the employees, taxpayers, and the Town Government, the Town restricts certain types of political activity without infringing upon the employees’ rights. This policy is established to safeguard the employee from political pressure to support, financially or otherwise, any political party or person and the interests of the public whom employees serve without regard for political opinion or affiliation. Nothing in this policy shall be construed to restrict an employee’s freedom to express opinions or exercise his/her right to vote while off-duty.

- No employee, either full-time or part-time, shall campaign for or against or publicly support or oppose any Town Board of Trustees member or candidate while on duty.
- No Town employee, either full-time or part-time, while on duty or in a uniform which identifies him/her as an employee of the Town shall:
  - Canvass on behalf of any candidate, political party, or political issue;
  - Display any political media whether it is campaign related or supportive of an elected official’s views;
  - Circulate or sign any petition; or
  - Serve as an election judge or clerk.
- No employee shall place any political media on a Town vehicle.

CONFLICT OF INTEREST

Employees are not allowed to accept or engage in any activity, business or employment during or after working hours that would conflict with the interests of the Town or reduce the ability of the employee to give his/her full, undivided attention/effort to employment with the Town of Carbondale during work hours. The Town retains the right to determine what constitutes a conflict of interest.

Employees are not permitted to offer promotional opportunities or special treatment to any other entity or representative of an outside organization.

Employees shall not accept opportunities for personal gain that provide rewards beyond those of normal employment that are the direct result of their position with the Town.

Employees with a financial and political interest in an organization doing business or having a relationship with the Town must disclose this information to the Department Head.

Employees with specific questions concerning what activities may constitute conflict of interest should contact their Department Head or Town Manager.

Violation of this policy will not be tolerated.

DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.
PERFORMANCE COUNSELING

The Town may employ various forms of corrective action to improve an employee's performance, to correct an employee's violation of policy, or to inform an employee of improper conduct. Depending on the circumstances, and at the sole discretion of the Town, an employee may receive any of the following forms of corrective action or discipline, in any order:

**Verbal Counseling.** Verbal counseling does not have to be formal or in writing in order to put an employee on notice of job performance concerns. Employees are encouraged to maintain good communications with their supervisors on a day-to-day basis and to be receptive to their supervisor's instructions, directions, and constructive criticism, whether verbal or in writing. Verbal counselings should be documented and placed in the employee's personnel file.

**Written Counseling.** When an employee receives a written counseling, the employee will be counseled by the employee's supervisor regarding the performance issue/concern. The supervisor will document the issue in writing. A written counseling may also be accompanied by a plan for improvement, corrective actions, and dates of follow-up. The supervisor will request that the employee sign the written counseling. This signature does not evidence that the employee agrees with the basis for the counseling or the performance plan. It only evidences that the employee received a copy of the written counseling.

**Suspension.** An employee may be placed on suspension, with or without pay. Pay treatment and duration of the suspension will be determined in consultation with the employee's supervisor and Department Head, and upon notification to the Town Manager prior to taking action. The original notice of the suspension, with the employee's signature, will be placed in the employee's personnel file.

**Termination.** Given the nature of the offense or behavior, the Town may terminate the employee. Terminations must be approved by the Town Manager.

Based on the severity of the action or behavior, the Town may initiate corrective action at an advanced step or any step within the process as determined by the Department Head. Nothing in this policy requires that an employee receive progressive discipline and an employee may be terminated without having received any preliminary notice or lower-level disciplinary action.

In the event that an employee disagrees with the outcome of the performance counseling activity, the following process shall be employed:

1. If the employee disagrees with the disciplinary action, the employee may submit the reasons for the disagreement to his/her immediate supervisor or the person who decided on the disciplinary action. In the case of termination, this notice should go directly to the Town Manager. In the event that the employee does not agree with the determination of his supervisor or the correction action, the employee shall schedule a review meeting with the Town Manager. Such review meeting shall be requested within three days after receipt of the corrective action. A meeting shall be held as soon thereafter as is possible but in no event longer than seven days. The Town Manager shall render his/her decision on the matter no less than 3 days after the hearing. The decision of the Town Manager is final and no further appeal of any type may be made except in accordance with those remedies provided by the laws of the State of Colorado.
2. In the event an employee does not file a grievance in writing or take any of the steps in a timely fashion, such action shall be construed to be a waiver of that employee’s right to file a grievance or to pursue any further appeal with the Town.

**APPEAL**

In the event that an employee disagrees with the outcome of the performance counseling activity or disciplinary action the employee may submit the reasons for the disagreement to his/her immediate supervisor or the person who decided on the disciplinary action.

For terminations, this notice should go directly to the Town Manager. In the event that the employee does not agree with the determination of his supervisor or the correction action, the employee shall schedule a review meeting with the Town Manager. The review meeting must be requested within three days after receipt of the corrective action.

The decision of the Town Manager is final.

**GIFTS & REBATES**

Employees are prohibited from soliciting or accepting any gift, gratuity, or rebate from any vendor, visitor, outside organization, or the general public for any service rendered by the employee. This policy applies to all gifts whether received at work or home. If there is any question as to whether a situation violates these guidelines, the employee should notify his/her supervisor. Examples of prohibited gifts or services include: cash, personal gifts, discounts or loans, special privileges or gifts to immediate family members.

The only exception to this policy is the acceptance of small, inexpensive advertising gifts, such as pens, pencils, key rings, calendars, coffee cups, etc., or items such as candy, plants, fruit or nuts that may be shared by the entire office. The value of any one item should not exceed $50.00 in value. Any loyalty or reward program is property of the Town.

Violation of these guidelines will not be tolerated.

**INSPECTIONS**

We may conduct searches and inspections of any employee or Town-owned property without notice. Any employee who refuses to submit to a search will be subject to disciplinary action up to and including termination.

**JOB RELATED PROBLEMS**

Employees who disagree or are dissatisfied with a The Town practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, this discussion should be held within three to five days of the incident, or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns while they are fresh in everyone’s mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the Finance Director. If the problem still cannot be resolved, employees may submit a written complaint to the Town Manager for review and final decision about the situation. Also see the EEO/Harassment Complaint Procedure on page 2.
REFERENCES

The Town does not furnish open letters of recommendation addressed “To Whom It May Concern.”

If employees receive a call inquiring about a former employee, please refer the caller to the Finance Director or Town Manager. Only the Finance Director or Town Manager has the authority to respond to such inquiries. This restriction includes recommendations on social media sites.

SAFETY/REPORTING OF INJURY

The Town is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor.

If employees are injured on the job, no matter how minor, they must immediately report this fact in writing to their supervisor.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Town’s designated physicians. If not, the employee may be responsible for the cost of medical treatment.

TOBACCO USE

In the interest of employee and public health and the Town has designated Town facilities and vehicles as smoke and tobacco free. The Town provides designated outdoor areas for use by employees who smoke.

Employees who use any type of tobacco product are asked to utilize the following standards giving utmost consideration to co-workers, customers and the image of the Town:

Deposit the remains of tobacco products in the proper receptacles and be considerate of the appearance of the work areas, parking lots and grounds. Maintain cigarette receptacles in a sightly manner.

Employees may only smoke in designated areas during work and lunch breaks.

All general work areas of the Town are designated as tobacco and smoke free as well as individual offices.

SEPARATION OF EMPLOYMENT

We request that employees who wish to resign their positions notify The Town of their anticipated departure date and go over the “check out” procedures at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the Finance Department.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.
ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _______________. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH TOWN OF CARBONDALE IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE TOWN, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE TOWN HAS THE SAME RIGHT.

- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

- THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN’S GUIDELINES.

- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

- NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER WITH APPROVAL OF THE TOWN BOARD, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

____________________________________  _______________________
Employee Name                      Date
TOWN OF CARBONDALE ADDENDEM

POLICIES

AT THE TOWN OF CARBONDALE, NEITHER THE EMPLOYEE NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH TOWN OF CARBONDALE IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THESE POLICIES AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN MANAGER WITH APPROVAL OF THE TOWN BOARD, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND THE EMPLOYEE.

THE CONTENTS OF THESE POLICIES ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THESE POLICIES SUPERSEDE ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.
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DEPARTMENT HEAD STATUS

The following positions are considered Department Heads of the Town of Carbondale:

1. Building Inspector
2. Finance Director
3. Planning Director
4. Police Chief
5. Public Works Director
6. Recreation Director
7. Utilities Director

TOWN SERVICE

The Town of Carbondale defines Town service as the length of time an employee has worked for the Town as a regular full-time employee. An employee’s length of service shall begin to accrue the first day he/she reports to work on a regular full-time basis.

- Town service accumulated is not lost during the period of an authorized leave of absence.
- Termination of employment for any length of time from the Town constitutes a break in service.

RECRUITMENT & SELECTION

The Town utilizes recruitment and selection practices that are designed to employ the most qualified person for the specific position in a time and cost effective method. While the following procedures are provided as recommendations, it should be recognized that each recruitment may be conducted in a manner and time frame appropriate to the specific job and needs of the Town at that time and may not necessarily be conducted in a manner similar to any past or future recruitment.

Recruitment Process:

1. The Town Manager must review and approve all job vacancies and new jobs before any recruitment activity may begin. Hiring managers must provide a written job description and financial justification to the Town Manager for his/her consideration.

2. The recruitment method actually employed will be determined based on the nature of the job, time frame and management discretion. The Town utilizes the following methods of recruitment and may elect to use any combination to attract the most qualified candidate.

   a) Internal Job Posting—the vacancy may be posted within Town facilities for a time to be designated by the Town Manager. Current employees interested in applying for the open position must first notify their immediate supervisor before applying for the open position. Employees must meet the minimum qualifications or have the ability to obtain the qualifications of the open position. Current employees are also considered on the same basis as all external candidates.
b) External Sources—the Town may pursue the recruitment of external candidates through the most appropriate means available. These sources will be selected based on the ability to locate qualified candidates, ensure compliance with the Town’s EEO policy, timeliness, cost effectiveness and other applicable considerations.

c) Search Firms and Employment Agencies—the Town may utilize employment agencies, executive search firms, and other recruiting organizations with the approval of the Town Manager

3. All external applicants for a Town position must complete and sign the Town’s employment application.

4. It is the responsibility of the Department Head to review and select candidates for interview and/or testing. The Department Head, the immediate supervisor, and/or an appropriate interview board may interview candidates for Town positions.

5. Reference checks must be conducted for the final selected candidates. The interviewing Department is responsible for conducting all reference checks. Reference check approval must be obtained from the candidate either in the form of a signed application or written statement authorizing the Town to conduct the reference check.

6. Once a candidate’s reference checks are completed and acceptable, the candidate should receive a Conditional Offer of Employment. Once the conditional offer of employment is accepted, the candidate will undergo and be required to pass:

   a. Criminal Background Check
      Prior convictions or criminal activity is not necessarily a reason to withdraw a Conditional Offer of Employment. The nature of the criminal activity and the job being filled are taken into account and considered.
      Required for all positions
   b. Drug Screen
      Required for all positions
   c. Credit Check
      Required of positions that have a fiduciary responsibility to the Town or that are in a financial position of trust.
   d. Physical Examination
      Required of positions that have a labor or physical component beyond an office setting.
   e. Driving Record Check
      Required of positions that are required to have a driver’s license.
   f. Any candidate who is determined to not be acceptable based on the results of any of the above procedures will be contacted by the Town and will have the Conditional Offer of Employment rescinded.

7. Police applicants undergo extensive background checks and other selection techniques as approved by the Police Chief.

8. Recommendations for hire including intended salary level must be reviewed and approved by the Town Manager or designee before any type of offer may be extended to the selected candidate. If the conditional job offer is initially made orally to the candidate, a written job
offer must be made. All offer letters must be reviewed and approved by the Town Manager or designee.

Orientation:

Employees should complete the required new hire paperwork and return it to the Finance Department on or before the first day a new employee is required to report to work.

The Department Head or designee is responsible for all department orientation and training of the new employee. The immediate supervisor is also responsible for ensuring that all required orientation paperwork, forms, and approvals are returned to the Finance Department.

Hiring of Family Members:

The Town allows the hiring and employment of family members of current employees and of Town elected officials provided a conflict of interest as defined by state law or potential conflict of interest is not created by that employment. An employee shall not be assigned to a job directly or indirectly under the supervision of a family member. Family members of employees must meet the same requirements as others applying for a vacant position.

Family members are defined as spouse, common law spouse, brother, sister, parent, children (biological or by marriage), father-in-law, mother-in-law, grandparents and grandchildren.

TERMINATION/RESIGNATION

In the event an employee should be terminated or voluntarily resign from the Town, the Department Head and employee should ensure that the specific actions and notice as outlined below are taken in accordance with the specific type of termination or resignation.

- **Resignation:** Non-supervisory employees are asked to provide at least two weeks’ written notice of resignation. Department Head employees should provide at least thirty days written notice. Employees are expected to be on duty and work their regular schedule between the time of written resignation and the employee’s last day of employment. All employees should provide adequate notice to their immediate supervisor.

- **Voluntary Termination:** Failure to return to work upon the expiration of a leave of absence, unless medical or other evidence has been submitted to the Town along with a request for an extension of the leave which has been authorized, will be regarded as a voluntary termination without notice.

- **Involuntary Termination:** The Town may terminate an employee for disciplinary reasons at any time. The Town may also terminate an employee for budgetary reasons or other business needs.

- **Disability:** Employment may be severed for disability reasons when an employee cannot perform the essential functions of the position because of physical or mental impairment. Disability may include work related (worker’s compensation) or non-work related disability. Terminations by the Town for disability related reasons must be reviewed and approved by the Town Manager.
• **Retirement**: Employees may choose to retire in accordance with their respective retirement plan(s).

• **Abandonment**: Any employee who is absent from his/her position without the appropriate approvals or who fails to return to his/her assigned duties within 3 working days may be terminated. The Town does not consider a resignation of this type as one in good standing.

**Exit Interviews**: Exit interviews are a valuable tool to obtain insight from employees who are leaving the Town. Therefore, the Town requests and will make an effort to conduct an exit interview with anyone voluntarily leaving the Town. The Department Head, Finance Director or Town Manager will conduct this exit interview.

**Re-employment**: Former employees who have been determined as “eligible for rehire” are eligible for re-employment. Former employees shall reapply for open positions and shall be considered on the same basis as other applicants.

**Payment upon Departure from Employment**: Employees who leave Town employment will be paid in accordance with applicable laws as well as the procedures outlined in this Handbook:

- An employee owing money or any debt to the Town at the time of separation shall have all or any remainder of the final payment due deducted from his/her final paycheck to satisfy the payment of his/her debt, in accordance with applicable laws.

- All keys, files, equipment, uniforms, or any other items belonging to the Town that are being used by the employee are to be returned in good condition to the Town prior to the disbursement of any final check. The immediate supervisor is responsible to ensure that all items are returned in good condition.
ADMINISTRATION

PERSONNEL RECORDS

The Finance Department has full responsibility for ensuring the file is maintained and secure.

The Town maintains a full work history record for each employee. It is important for this record to be up-to-date and complete. An employee must notify the Finance Department immediately if he/she has changes in any of the following areas: Name, residence, telephone, marital status, insurance changes, tax exemptions, person to notify in case of an emergency and other relevant information. An employee may review his/her file with the Department Head or designee upon request, but may not remove it from or place anything in the personnel file. Personnel records may not be removed from Town Hall. An employee may not remove from or place anything in the personnel file. Managers requesting access to the personnel file must make the request to the Finance Department.

JOB DESCRIPTIONS

Job descriptions are developed and maintained by the Town for use in identifying minimum requirements for the job and determining an appropriate rate of pay. Employees receive a copy of their job description upon beginning employment with the Town and the job description can be requested through the Department Head at any time thereafter. Each employee is required to maintain the requirements and qualifications for his/her position. A copy of the job description signed by the employee should be kept in the employee’s personnel file and should be updated with each job change by the employee.

The Town retains the right to amend, change or modify minimum job requirements and performance standards for any job or position. Job descriptions should be reviewed and, if appropriate, updated by the Department Head and approved by the Town Manager whenever a vacancy occurs.
JOB-RELATED EXPENSES

Request for reimbursement of out-of-pocket expenses are to be submitted to the Finance Department on the appropriate reimbursement form showing itemized expenditures with substantiating receipts and Department Head approval. Expense payments are made on a monthly basis. Expenses for reimbursement include the following:

- **Mileage for Use of Personal Vehicle**
  Employees are encouraged to use Town owned vehicles for business use. However, if a Town vehicle is not available, an employee may use his/her own vehicle when it is authorized in advance by the Department Head or Town Manager. The Town gas/purchasing card is available for employees when using either a Town or personal car for authorized business use. If an employee uses his/her own vehicle for business use and does not utilize the gas/purchasing card, the Town will reimburse the employee at the IRS stated rate per mile.

- **Other Expenses**
  Other expenses such as parking fees, cab fares, tips, approved travel, required telephone calls and other incidentals are eligible for reimbursement. Employees must provide substantiating cash receipts with supervisory approval.

- **Meal Per Diem**
  Employees traveling out of town on Town business receive the current Per Diem rate as determined by the Internal Revenue Service for the Denver Metropolitan area. Meal receipts are not required to receive the Per Diem allowance. Town credit cards may not be used for meals when receiving the Per Diem allowance.

- **Credit/Purchasing Cards**
  Town credit cards are to be used for travel and conference expenses such as lodging charges and fuel purchases. Credit cards may not be used for personal expenses.

  Employees should utilize the Town’s tax-exempt number whenever possible. The tax-exempt number may be obtained from the Finance Department or Department Head. It is the employee’s responsibility to retain itemized sales slips, receipts and other documentation, as well as maintain a Purchasing Card Transaction Log to expedite reconciliation and approval. Lost or stolen credit cards must be reported immediately to the Finance Department and Department Head.

  Guidelines for use of the purchasing cards are detailed in the Town’s Business Purchasing Card Process Handbook. Each employee will be provided the Handbook after training and upon receipt of their card and will sign an acknowledgment of receipt.

  Use of the Purchasing Card not in accordance with guidelines established may result in personal liability and disciplinary action.
PERFORMANCE MANAGEMENT AND PAY INCREASES

As a component of its compensation plan, the Town takes into account what other comparable organizations pay, economic feasibility and overall financial health of the community. An individual's pay is based on performance of the job duties and responsibilities within a given position.

Performance Evaluation:

- **Regular, full-time employees** receive performance evaluations according to the following schedule. Department Heads, immediate supervisors, designees of the Department Head or Town Manager or any combination thereof may participate in an employee’s performance evaluation.

- **New employees** receive a performance evaluation which may be scheduled more frequently, but generally are scheduled after continuous service of 90 days and 1 year. Department Heads may request a pay increase for a newly hired employee meeting or exceeding performance standards. These increases must be approved by the Town Manager.

- **Employees with more than One Year of Service** should receive annual performance evaluations. Salary increases are considered generally during January and are tied to actual job performance for that evaluation period.

- **Seasonal, temporary, or contract employees** may receive a performance evaluation at the end of their work assignment.

Interim Performance Evaluation:

Managers are encouraged to provide continuous feedback to employees. Managers and employees may initiate and conduct performance discussions at any time during the performance cycle. Circumstances may dictate variation in the performance evaluation schedule and Town management reserves the right to adjust the schedule as needed at any time.

Types of pay increases:

Merit increases are intended to reward job performance. Individual merit increases are determined by a combination of performance and current salary position in range. Each year the Board will review the general economic conditions of the organization, the Town and other factors to determine the merit adjustment budget, if any, for the upcoming year.

General increase, an across the board pay increase, may be approved by the board in addition to merit increases. Budgets are set and approved by the Board of Trustees annually. The Town retains the right to grant no increases for a given year, or to grant only selected increases. The increase practices are established on a year-by-year basis and shall not be viewed as the standard from year to year. Final approval for all individual increases must be made by the Town Manager.
Pay Structure:

The Town of Carbondale establishes pay ranges guided by a minimum, maximum, and midpoint rate for each of its jobs. Periodically, a salary survey is conducted by an independent consulting firm to review prevailing pay wage rates that is used as the basis for determining Town job pay ranges. The consultant will use standard compensation techniques to determine the Town’s comparable market and in recommending pay or pay structure adjustments.

Starting Pay:

The pay level for new hires is typically established at the minimum of the salary range for the position. Exceptions will be handled on a case-by-case basis with final approval provided by the Town Manager. In no event should the base pay offered exceed the maximum of the salary range for the position. Employees who are in a developing role in their position may be paid below the minimum of their pay range on a temporary basis until such time as they become proficient or fully meet the qualifications of the position.

Promotions:

Promotional increases may be granted to employees who have moved into positions occupying a higher salary range. A promotional increase should:
- Not result in a lower base pay rate for the promoted employee.
- Raise the incumbent’s base salary to at least the minimum of the promotional salary range
- Be determined on a case-by-case basis, if within the new range.

Demotions:

Demotion occurs when an employee voluntarily accepts or is involuntarily placed into a position that is in a lower salary range than the position he/she currently holds. The employee’s job title and salary grade will immediately reflect that of the new position and the base salary will be handled on a case-by-case basis which may not exceed the maximum of the new salary range.

Lateral Transfers:

Lateral transfers occur when an employee accepts a position voluntarily or is involuntarily placed in a position that has the same salary range as that of the position presently held. The base salary will be handled on a case-by-case basis.

Temporary/Acting Jobs:

From time to time, employees may be asked to assume a significant portion of the duties of another job. When this situation occurs, employees acting in a temporary elevated capacity may receive additional compensation. However, once the employee returns to performing his normal activities again, the additional pay received will cease. The specific amount of additional pay will be determined on a case-by-case basis.
Pay Above the Range Maximum:

An employee whose pay has reached or surpassed the maximum of the salary range and whose performance warrants recognition may be eligible for a lump sum bonus award. The Board of Trustees approves the budget for lump sum performance bonuses each year.

An incumbent whose pay is currently under the maximum of the pay range and whose performance warrants an increase that will raise his/her pay level above the salary range may receive an increase that is a partial increase applied to base pay with the remainder awarded as a lump sum payment.
BENEFITS FOR FULL-TIME EMPLOYEES

WORKERS’ COMPENSATION

In the event that an employee is injured on the job and the injury is determined to be work-related, the employee may be eligible for benefits under Colorado’s Worker’s Compensation Laws.

The injured employee must complete an Injury Report as soon as practical after the injury or illness. This report must include the names of any witnesses and details of how the injury or illness occurred. The employee is responsible for reporting any on-the-job injury to their immediate supervisor within 24 hours. Failure to report in a timely manner may be grounds for the denial or a delay of Worker’s Compensation benefits. The supervisor should complete the supervisory portion of the report online and deliver a copy of the report to the Town Clerk’s office as soon as possible.

If the injured employee requires medical attention, they should seek such attention as soon as possible. The Town requires that all potentially work-related injuries or illnesses be treated by one of the Town’s designated providers. In the event of an emergency or the unavailability of the designated provider, the employee should seek treatment at Valley View Hospital in Glenwood Springs or the nearest emergency facility. Follow-up treatment must be through the designated provider unless otherwise stated.

Any employee who files a fraudulent worker’s compensation claim or any employee that assists another in filing a fraudulent claim will be subject to disciplinary action, and may be subject to criminal prosecution.

Workers Compensation Payments:

If an employee is away from work for a work-related injury, after a brief waiting period, the employee may receive benefits from the Town’s Worker’s Compensation insurance carrier. These payments are generally made directly to the employee. The Town should fully cooperate to ensure that these payments are made promptly. The employee may use accrued sick leave or vacation leave to cover any waiting period before being eligible to receive worker’s compensation benefits.

Any time away from work for a Worker’s Compensation injury or illness is considered as Family Medical Act Leave (FMLA) and counts toward an eligible employee’s annual allotment of FMLA.

If an employee is able to return to work in Modified Duty or in a part time capacity, their worker’s compensation payments will be coordinated to ensure that the employee is receiving the proper amount of payment.

MODIFIED DUTY

In the event of a lost time injury, it is the intent of the Town to return an injured or ill worker to work as soon as medically certified to do so. It is the employee’s responsibility to attend all medical appointments and to follow the instructions of medical providers. If an employee is unable to return to work in their full capacity, the Town will contact the medical provider to find out what work restrictions are recommended. The Town will then determine if there is a position or set of
responsibilities that the employee is able to perform given the recommended restrictions. An employee who refuses to participate in Modified Duty may be subject to disciplinary action.

Modified Duty is a temporary status intended to return employees to productivity as soon as possible and to be a bridge to a return to full duty. Modified Duty is not a permanent status. The Town is not obligated to provide Modified Duty and may not be able to provide Modified Duty to every injured or ill employee. Modified duty may be temporary based on the needs of the Town and capabilities of the employee.

During Modified Duty, the employee’s rate of pay may be reduced to reflect a more competitive rate of pay for the modified duties being performed. The income earned during Modified Duty is considered when calculating any Worker’s Compensation Benefits.

**MAXIMUM MEDICAL IMPROVEMENT**

Maximum Medical Improvement (MMI) describes the condition of an employee who has recovered as much as possible from an injury or illness. It is the goal of the Town to ensure that employees reach MMI while being as productive as possible through Modified Duty or temporary accommodations to the employee’s position.

If an employee is at MMI and is not medically certified to return to full duty, the Town will determine if the Town is able to make accommodations to the employee’s regular job so that the employee can return to work. If the employee is unable to modify the employee’s regular job with or without accommodation, the Town will determine if there are other authorized, vacant positions for which the employee is qualified and medically certified to perform the essential functions. The Town reserves the right to transfer the employee to this authorized, vacant position. The Town is under no obligation to create a position that is not currently authorized or to “bump” an employee from their position to create a vacant position.

If there is no position for which the employee is able to perform, the employee will be allowed to exhaust any additional paid leave that they have accrued prior to being terminated from employment. The decision to terminate employment does not affect the employee’s continued eligibility for Worker’s Compensation payment from the State or any disability payment from any Town sponsored or privately held insurance policies.

**CALL BACK WORK**

A callback situation is established when a non-exempt employee is required to respond to work with less than 20 hours’ notice. When an off-duty employee is called to work, pay will be based on the following guidelines:

- Employees will be paid a minimum of two hours at one and one-half times base hourly pay rate each time the employee is called back to work. An employee is considered working from the time they receive the callback and for the next two hours whether or not their services are required. If a second callback is received within the original two (2) hour time frame, the employee shall be considered working and an additional two hours will not be added to the original callback time.
• If the employee is required to work beyond the two hour callback period, he/she will be compensated for all working hours beyond the initial two hours at one and one-half times the regular rate of pay.

If hours worked during callback hours plus regular hours worked exceeds 40 hours for a given work week, the employee will be compensated at one and one-half times the hours worked over 40 hours consistent with the Town’s overtime and compensatory time guidelines depending on the number of hours currently worked or at one and one-half time the base hourly rate of pay.

If an employee is unable to work, he/she must notify their supervisor at least two hours before the beginning of the scheduled callback assignment.

Employees who fail to report to work when requested on a callback basis shall be subject to disciplinary action, up to and including termination.

EMPLOYMENT EXPECTATIONS

ABSENTEEISM & PUNCTUALITY

Employees are expected to report to work as scheduled, on time. Employees are expected to be attired properly for their particular work area by the official start of the workday.

Employee records of absenteeism and tardiness will be kept on a continual basis by the supervisor. All employees are expected to keep both situations to a minimum. Absenteeism without notice or without valid medical reasons may result in disciplinary action.

Any employee who is unable to report to work, or who will be late for work, should notify his/her immediate supervisor no later than their scheduled starting time. In the event the employee or his/her representative cannot reach the immediate supervisor, the next higher level of supervision should be contacted.

If an employee is absent due to illness for more than three (3) consecutive days or three (3) non-consecutive days within a thirty (30) day period, a physician’s statement is required for the absence to be considered excused.

Employees should report all illnesses once on the job to the immediate supervisor before leaving the work area.

Excused absenteeism for regular, full-time non-exempt employees shall be deducted from accrued paid time off. If all paid time off has been used, the absence will be unpaid.
INACTIVE EMPLOYMENT STATUS

The Town recognizes that employees may from time to time be required to or have a situation that legitimately requires their absence from work for an extended period of time. An authorized leave of absence shall not constitute a break in service. However, paid time off will not accrue during a leave unless specifically provided by an applicable law.

Authorized leave periods will be determined in conjunction with the employee and organizational needs. Employees should contact the Department Head to discuss any type of Leave of Absence. The Town Manager must approve any Leaves of Absence without Pay.

OUTSIDE EMPLOYMENT

The Town recognizes the right and need of its employees outside of regular working hours to enhance their incomes. However, the needs of the employee must be balanced against the Town’s need for full productivity during working hours. The Town allows its employees to hold outside positions subject to certain guidelines outlined below. Employees should discuss the situation with their supervisor before accepting any outside offer of employment.

- Employment with the Town is the employee’s primary responsibility. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness or refusal to work overtime. Any violations of Town expectations or work expectations will be treated in accordance with appropriate disciplinary policies.

- Employees shall not engage in outside employment where any conflict of interest or appearance of impropriety would exist.
SOCIAL MEDIA POLICY FOR THE TOWN OF CARBONDALE DEPARTMENTS

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

PROCEDURES

The following principles apply to professional use of social media on behalf of the Town of Carbondale as well as personal use of social media when referencing the Town of Carbondale.

- Employees need to know and adhere to the Town of Carbondale’s Code of Conduct, Employee Handbook, and other company policies when using social media in reference to Town of Carbondale.
- Employees should be aware of the effect their actions may have on their images, as well as the Town of Carbondale’s image. The information that employees post or publish may be public information for a long time.
- Employees should be aware that the Town of Carbondale may observe content and information made available by employees through social media. Employees should use their best judgment in posting material so that it is neither inappropriate nor harmful to the Town of Carbondale, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Finance Department and/or supervisor.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized Town of Carbondale spokespersons.
- If employees find or encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before you refer to or post images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party’s copyrights, copyrighted material, trademarks, service marks or other intellectual property.

SAFETY

It is the Town’s intent that all employees enjoy a safe work environment free from known health and safety hazards.

Each department has established safety practices concerning work area organization, as well as use of tools, equipment, vehicles, and chemicals. The Town also utilizes an organization-wide Safety Handbook that applies to all employees and functions of the Town. These safety practices and procedures assist supervisors managing the day-to-day safety program of the Town.
• Each supervisor is responsible for **reasonably** ensuring the safety and health of his/her immediate work area, employees, and function. The supervisor shall make frequent safety inspections, correct problems immediately to the extent possible, and ensure adequate awareness and training of safety practices by subordinate employees.

• Each employee is expected to take responsibility for helping to ensure that standards are followed by conducting activities in accordance with established practices.

• Failure by an employee to follow safety standards or related practices may result in immediate disciplinary action.

• Each employee is responsible for arriving at work attired in accordance with standards of dress that have been outlined by the standards of safety of the Town.

**Safety Equipment:**

Employees may be provided with or required to utilize other protective gear during the course of their employment depending on the nature of the job being performed. Lack of or improper utilization of any safety equipment may subject the employee to disciplinary action. Further, non-use or improper use of safety equipment resulting in on-the-job injury or illness may reduce workers’ compensation benefits provided by the Town’s insurance carrier. Employees are required to return to the Town, upon termination, all non-personal protective or safety equipment that is owned by the Town.

**DRUG AND ALCOHOL PROGRAM & TESTING**

**Purpose:**

The Town is a drug-free workplace as required by the Drug-Free Workplace Act. It is both the Town’s and each employee’s responsibility to maintain such an environment.

As required by the Drug-Free Workplace Act, each employee engaged in the performance of any federal grant, as a condition of employment, must:

• Abide by the terms of this policy; and,

• Notify the Town in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction.

Upon notification of any such conviction, the Town will take action in compliance with the Drug Free Workplace Act and Regulations.

The unlawful manufacture, distribution, dispensing, possession, use of a controlled substance, **or working after the apparent use of alcohol or drugs** is prohibited in the workplace. An employee’s violation of this prohibition, or any other drug abuse violation, may result in disciplinary action.
Scope:

Some provisions of this policy apply only to Town employees whose job descriptions are considered safety sensitive which includes sworn positions in the Police Department and positions in the Utilities and Public Works Department, involving the use of vehicles, equipment, and moving machinery and positions that require a commercial driver’s license. The term “CDL employee” refers to these employees covered by this testing policy, in addition to those employees who maintain a commercial driver’s license as a part of their work.

Except where a provision is limited in its application to a CDL employee or employees in safety sensitive positions as outlined above, this policy applies to all Town employees:

- The illegal use of controlled substances (also referred to as “illegal drugs”) and on-the-job impairment by alcohol, regardless of the source of the alcohol, is prohibited. *This includes marijuana, which remains illegal under federal law.*

- The illegal purchase, transfer or possession of a controlled substance is also prohibited.

- Exceeding the recommended dosage for over-the-counter drugs or the dosage prescribed by a medical doctor for prescription drugs is prohibited.

- An employee, who uses illegal drugs, tests positive for illegal drugs or is impaired by alcohol on-the-job, shall be subject to disciplinary action.

Definition of Policy Violations:

**Alcohol:** Any employee who is tested, as having two one-hundredths (0.02) or more grams of alcohol per one hundred (100) milliliters of urine, per one hundred (100) milliliters of blood or per two hundred ten (210) liters of breath, will be deemed impaired by alcohol.

**Drugs:** Any employee-testing positive for a controlled substance will be deemed to have used drugs.

Self-Identification Program:

An employee may enter into a drug or alcohol rehabilitation agreement with the Town if, prior to referral for a drug or alcohol test under any of the circumstances outlined in the Policy, the employee advises the employee’s supervisor that the employee has a drug or alcohol problem and requests a rehabilitation agreement.

Refusal to Submit to Testing:

An employee who refuses to submit to drug and alcohol testing in compliance with this policy shall be deemed to have tested positive for illegal drugs and to be impaired by alcohol on-the-job. Refusal to submit to testing includes any of the following:

- Refusal to take the test;
• Inability to provide sufficient breath or urine to be tested within four hours of request, without a valid medical explanation;

• Tampering with or attempting to tamper with or adulterate the specimen or collection procedure;

• Failure to comply with the requirement of the policy that the employee shall not use alcohol for either eight (8) hours following a motor vehicle accident or until the employee undergoes a post-accident alcohol test, whichever comes first;

• Not reporting to the designated testing site at the scheduled time; or,

• Refusal to provide the necessary authorization for obtaining hospital reports and other documents as required under this policy.

Results of Drug and Alcohol Use:

Any employee found to be impaired by alcohol on-the-job, using illegal drugs or testing positive for illegal drugs may be subject to disciplinary action.

Any sample testing positive for drugs will be sent to an outside lab for retesting prior to any disciplinary action being taken. The follow up test will be paid for by the Town. The employee will be compensated for any time lost from work while waiting for the test results.

Reasons for Testing

The Town will have tests of breath or urine conducted to determine the presence of illegal drugs or alcohol when reasonable suspicion exists to believe that an employee is impaired by alcohol or drugs while on the job or is using illegal drugs, as described in the policy:

• After certain motor vehicle accidents as described in this policy;

• For applicants of all safety sensitive positions or positions that require a CDL, pre-employment testing (for drugs only) as described in this policy;

• In conjunction with medical examination required for CDL and safety sensitive position drivers as described in this policy; and

• For CDL and safety sensitive positions employees, under a program of random testing as described in this policy.

Reasonable Suspicion:

If reasonable suspicion exists to believe that an employee, while on the job, is impaired by alcohol or illegal drugs, a supervisor in the employee’s chain of command, the Department Head, or the Town Manager may require the employee to submit immediately to testing. Reasonable suspicion may be based on the following or on other facts and circumstances:
• Witnessing by at least one supervisor of the employee’s unusual demeanor, appearance or conduct, or irrational behavior (e.g. slurred speech, lack of balance, excessive aggressiveness, docility or drowsiness), smell of alcohol or illegal drugs;

• Suspected possession of or use of alcohol or illegal drugs on the job;

• Difficulty in performing or inability to perform normal job function; or

• A determination by a supervisor in the employee’s chain of command, based on a review of surrounding facts and circumstances, that an employee might be at fault in an on-the-job accident or injury, or an operation accident, involving Town equipment, property or personnel.

In making such a determination, the supervisor should consider such factors as recommendations from the employee’s immediate supervisor; injury to the employee or others; damage to property; concern for the safety of the employee or others; and pertinent behavioral factors.

Alcohol tests should be performed as soon as possible after the determination of reasonable suspicion. If an alcohol test is not performed within two (2) hours of the determination of reasonable suspicion, the person who made the determination must document the reasons for the failure.

If an alcohol test is not performed within eight (8) hours of the determination of reasonable suspicion:

• No further efforts to test will be made based on that determination, and the person who made the determination must document the reasons for the failure; and

• If the employee is a CDL employee, the employee may not drive a commercial vehicle or otherwise perform any safety-sensitive functions until he or she has been off of work for at least twenty-four (24) hours or has undergone an alcohol test with a result above a concentration of two one-hundredths (0.02) grams of alcohol per two hundred ten (210) liters of breath.

**Post Accident:**

For purposes of this policy, the term “motor vehicle accident” includes an occurrence during the course of performing Town duties which involved either a Town vehicle or the employee’s personal vehicle and results in:

• A fatality or bodily injury to anyone;

• Damage to a vehicle or any other property; or

• A citation for a moving traffic violation arising from the accident.

If an employee’s actions either contributed to a motor vehicle accident or cannot be discounted as a contributing factor to a motor vehicle accident, as determined by a supervisor in the employee’s chain of command, the Department Head, or the Town Manager, the employee shall
provide, as soon as possible after the motor vehicle accident, breath and urine samples to be tested for drugs and alcohol at the testing site designated by the Town.

Unless unable to do so because of a serious injury, the employee must immediately contact a supervisor in the employee's chain of command to report the accident. The supervisor will contact the Department Head or the Town Manager. If the supervisor, the Department Head or the Town Manager determines that the employee shall be tested under this policy, transportation will be arranged to take the employee to the designated testing site.

If the employee is seriously injured and cannot provide a sufficient breath or urine sample, the employee shall provide the necessary authorization to permit the Town to obtain hospital reports and other documents that would indicate the concentrations, if any, of alcohol or drugs in the employee's system.

Alcohol tests under this Subsection should be performed as soon as possible after the motor vehicle accident. If an alcohol test is not performed within two (2) hours of the accident, the supervisor must document the reasons for the failure. If an alcohol test is not performed within eight (8) hours of the accident:

- No further efforts to test will be made based on that accident, and the supervisor must document the reasons for the failure; and
- If the employee is a CDL employee, the employee may not drive a commercial vehicle or otherwise perform any safety-sensitive functions until he or she has been off of work for at least twenty-four (24) hours or has undergone an alcohol test with a result below a concentration of two one-hundredths (0.02) grams of alcohol per two hundred ten (210) liters of breath.

**Pre-employment:**

Applicants for employment shall be subject to pre-employment drug testing.

**Scheduled:**

CDL employees shall be subject to bi-annual drug and alcohol testing in conjunction with the medical examinations required for a commercial driver's license.

**Random Testing:**

Employees holding CDL and safety sensitive positions shall be subject to random drug and alcohol testing. A minimum of 25% percent of all CDL employees will be randomly tested for alcohol each year and a minimum of 50% percent of all CDL employees will be randomly tested for drugs each year.

**Follow-up:**

Employees holding CDL and safety sensitive positions will be subject to follow-up test for drugs and/or alcohol.

A CDL employee having a breath alcohol test which shows an alcohol concentration of two one-hundredths (0.02) or higher grams per two hundred ten (210) liters of breath must take available paid leave, if paid leave is exhausted, leave without pay, for one working day after
taking the test. The employee may return to work after being off the job for one working day, but must first take a breath alcohol test, which show a concentration of less than two one-hundredths (0.02) grams per two hundred ten (210) liters of breath.

A CDL employee may not work within four (4) hours of consuming alcohol obtained from any source. If a CDL employee has consumed alcohol within four (4) hours of reporting to work, the employee must take available paid leave or leave without pay if paid leave is exhausted, until no alcohol has been consumed within seven (7) hours of the beginning of the employee’s next work shift.

The taking of leave under this subsection may be considered as abuse of leave.

Any employee found to be impaired by alcohol on-the-job, using illegal drugs or testing positive for illegal drugs, under circumstances other than those described in the paragraphs of this Subsection, may be subject to disciplinary action.

**Ordering the Test:**

The supervisor making the determination of reasonable suspicion or ordering the post-accident test shall prepare a statement, setting forth the basis for the finding of reasonable suspicion or post-accident testing, as appropriate. The form shall be accompanied by other pertinent information, including name of witnesses of the circumstances or behavior that led to the referral. The supervisor shall make arrangements to have the employee tested immediately.

**Test Results:**

Test results shall be held in confidence by the laboratories with which the Town contracts, and by the Town and shall only be disclosed to the employee tested, any personnel involved in supervisory or disciplinary capacities with regard to the employee or Town personnel participating in administrative or legal proceedings which concern the test results in any manner.
TOWN VEHICLES & MOTORIZED EQUIPMENT

The Town regards the use of a vehicle or equipment as an important component of delivery of the services provided by the Town and expects its employees to operate and maintain the vehicles and equipment conscientiously.

- Vehicles maintained in the general vehicle pool are provided for business use only. They are provided to facilitate job duties and performance. Employees may take these vehicles with advance authorization from their Department Heads.

- Employees are encouraged to use Town-owned vehicles for business use. In the event a Town-owned vehicle is unavailable, the employee may use their personal vehicle on Town business. The Town’s gas/purchasing card may also be used by employees using either Town or employee-owned vehicles for charging fuel on business-related trips.

- No vehicles shall be operated on behalf of the Town without the operator possessing a valid driver’s license and applicable liability insurance.

- All accidents involving any vehicle or equipment shall be reported immediately to the Department Head. Proper written reports and photos will be completed and submitted as soon as possible.

- Any accident within Town jurisdiction involving a Police Department vehicle will be investigated by the State Patrol. If the State Patrol is unavailable, the supervisor will begin the initial investigation.

- An accident involving a Town vehicle or equipment that is determined to be the fault of the employee through carelessness or neglect may result in disciplinary action.

- Any summons (parking tickets, etc.) issued to an employee with a Town vehicle or while on Town business shall be the responsibility of the employee. Should the Town receive an employee’s summons notice in the mail, the fee for the violation will be deducted from the employee’s next regular pay.

- Each department may have additional procedures relating to vehicle use. The supervisor is responsible for instructing employees and ensuring that the procedures are followed.
SUPPLIES & EQUIPMENT

The Town provides supplies, tools and equipment for the employee's use in performing his/her job. Employees are asked to exercise care, safety and conscientiousness in the use of the Town property.

- Personal use, unless previously authorized, shall not be allowed.

- Removal of the Town supplies, tools, or equipment from the Town premises shall not be allowed, unless it is authorized as part of the conduct of the Town business that is being performed off-site.

- Unsafe or careless use of supplies, tools, equipment and chemicals may be viewed as a violation of Town safety standards and may become the subject of disciplinary action.

- Employees should notify their immediate supervisor as soon as possible if any Town property such as telephones, radios, pagers, computers or any issued equipment is lost or feared stolen.
Data Breach Plan

Purpose:

The purpose of this plan is to prevent a serious disruption of operations, loss of funds, or damage to reputation by providing an immediate and effective response to any unexpected event involving the unauthorized access of computer information systems, network, or databases. The plan also encompasses confidential hardcopy files such as claim files, personnel and financial records, and information contained in portable media such as flash drives or contained in transportable equipment such as laptops or tablets.

Definition of a Data Breach:

For the purposes of this plan, a “data breach” is defined as the unauthorized acquisition of data that compromises the security, confidentiality, or integrity of member, organization or employee information maintained by Town of Carbondale.

Possible Perpetrators:

Persons who could breach our data include:

- Former employees
- Current employees
- Vendors
- Hackers
- Members
- Visitors

Responsibilities:

All employees are responsible for following this plan, keeping data secure and reporting any potential data breaches. Managers are responsible for implementing security controls in their respective departments and supervising employees to ensure security policies are adhered to. The Town’s Contract IT vendor is responsible for identifying data breach risks, recommending appropriate controls to prevent data breaches, implementing those controls, and continually evaluating the controls to ensure they work. They are also responsible for investigating and mitigating any data breaches that may occur.
**Risk Classifications of Data Breaches:**

The following classification system will be used to identify the risk associated with the unauthorized access of data.

- **High Risk:** A breach of this information may result in high costs to the Town of Carbondale; significantly harm our reputation with members and other organizations; or seriously impact employees or other individuals.

- **Medium Risk:** A breach of this data may result in moderate costs to the Town of Carbondale, could result in some damage of reputation if not handled promptly and effectively; or could impact employees or individuals.

- **Low Risk:** A breach of this information is easily controlled and should not result in significant costs to the Town of Carbondale; should not harm our reputation; and should not require notification of members, employees or others.

**Database Risk Classification by Department:**

The following data may be at risk of being breached:

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<thead>
<tr>
<th>Risk Classification</th>
<th>Finance Department:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Personnel records</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
</tr>
<tr>
<td></td>
<td>Social security numbers for employees</td>
</tr>
<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>Payroll information</td>
</tr>
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<td>High</td>
</tr>
<tr>
<td></td>
<td>Performance reviews</td>
</tr>
<tr>
<td></td>
<td>Medium</td>
</tr>
<tr>
<td></td>
<td>Credit card information</td>
</tr>
<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>Bank accounts</td>
</tr>
<tr>
<td></td>
<td>High</td>
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<tr>
<td></td>
<td>Investment accounts</td>
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<tr>
<td></td>
<td>High</td>
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<tr>
<td></td>
<td>Human resource files</td>
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<tr>
<td></td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>Other records containing confidential information</td>
</tr>
<tr>
<td></td>
<td>High</td>
</tr>
</tbody>
</table>

|                     | Contract IT Provider |
|                     | Employee user names and passwords |
|                     | High                |
|                     | Outlook email database |
|                     | Medium              |
|                     | Admin user names and passwords |
|                     | High                |
|                     | Databases (Finance, etc.) |
|                     | High                |

|                     | Other Departments: |
|                     | Public Works: Website user names/passwords |
|                     | Low                 |
|                     | Police Department: |
|                     | High                |
|                     | Parks & Recreation Department: |
|                     | Low                 |
|                     | Town Clerk: Election Data |
|                     | Medium              |
|                     | Utilities: Water/Sewer Systems |
|                     | Medium              |
Protection of Data:

1. To protect the integrity of data, no employee shall transport any hard copy files containing high or medium risk data outside of Town offices.
2. No employee shall copy or place any high-risk data onto any flash drive, Google drive or cloud storage.
3. Laptops or tablets shall not be left in vehicles or placed in checked airline baggage.
4. Users are required to have complex passwords expiring every three months.
5. Screen savers implemented to lock after 10 minutes requiring logging back into desktop.
6. Sensitive data shall not reside on or in any personal email account or electronic device.
7. Employees will not share passwords and logins with anyone except IT contractor and Management.

Reporting a Data Breach:

Any employee who knows or suspects that a data breach may have occurred should notify their supervisor, Town Manager and IT contractor immediately. After conducting the initial investigation and determining if one or more systems may have been breached, IT contractor should notify the department heads of departments that are affected. The attached Data Breach Incident Report Form should be used to document information.

Containing and Investigating a Data Breach:

After a breach is discovered, IT Contractor and other applicable employees will take immediate steps to limit the breach. These steps should include:

- Immediately containing the breach by stopping an unauthorized practice, recovering records, revoking access, or correcting physical security. Care should be taken so not to destroy any evidence.
- Contacting the appropriate managers and vendors.
- Determine where and how the breach occurred:
  - Identify the source of the compromise and the timeframe involved.
  - Document the chronology of the event.
  - Document how the breach was discovered.
  - Review the network to identify all compromised or affected systems.
  - Document all internet protocol addresses, operating systems, domain systems names and other pertinent system information.
  - Use the attached Data Breach Incident Report Form to document the breach.
- Determine the type of information that was lost or compromised, including but not limited to:
  - Names, addresses, social security numbers, account numbers, cardholder names, medical and health information, financial records, etc.
  - Determine if an intruder has exported or deleted any personal information.
Secure and protect the integrity of the evidence and ensure that any systems affected by a breach are only accessible to internal investigators and law enforcement.

Take measures to contain and control the incident to prevent further unauthorized access to or use of sensitive information. Consider shutting down related applications or third-party connections, reconfiguring firewalls, changing computer access codes, and modifying physical access controls:

- Change applicable passwords for users that have access to personal information, including system processes and authorized users. If it is determined that an authorized user’s account was compromised and used by the intruder, disable the account.
- Do not alter the compromised system.
- Do not turn off the authorized machine. Isolate the system from the network (i.e. unplug cable).
- Change the wireless network SSID on the access point and other authorized devices that may be using our wireless network.

Preserve all system and audit logs and evidence for law enforcement in the event of a criminal investigation.

If the breach occurred at a third-party location, work with the appropriate parties to determine the extent of the breach.

Notify law enforcement if there is suspected theft or other criminal activity.

A forensic investigation expert may be hired to conduct an investigation of the breach if deemed necessary.

Monitor systems and network for signs of continued intruder access.

Notification of Individuals and Entities:

Once the incident is investigated and the extent of the compromise determined, notification may take place in order to mitigate harm to an employee, individual or entity whose personal information has been inappropriately collected, used, or disclosed. Factors to consider for notification include:

- Any state or federal law that requires notice (see attached Colorado law)
- Contractual obligation that requires notification
- Risk of identity theft or fraud
- Risk of physical harm
- Risk of damage to reputation
- Risk of loss of business

When to Notify:

Notification of individuals and members affected by the breach should occur as soon as possible after the breach. However, notification may be delayed if law enforcement authorities who are brought into the investigation recommend delaying the notification so as not to impede a criminal investigation.
How to Notify:

The Management Team will determine if notification is needed, who will notify affected parties and how the notification will take place. The method of notification to those affected may be done directly by telephone, letter, in person, or email as long as:

- The identities of individuals and organizations are known.
- Current contact information is available.
- Individuals and organizations affected need detailed information in order to protect themselves from possible harm arising from the breach.

Indirect notification, such as via the Carbondale website, may be considered if individual notification is not practical.

Information to include in the Notification:

Information in the notification may include the following:

- Date or time period that the breach occurred
- A general description of how the breach occurred
- Description of the information involved in the breach (name, credit card numbers, social security numbers, medical records, etc.)
- Description of the steps taken to reduce the risk of harm
- Plans to prevent future breaches
- Information on how individuals or entities can prevent further harm
- Contact information for questions

Others to Contact:

The following organizations and individuals may be notified of the breach if deemed appropriate.

- Carbondale citizens
- Carbondale employees
- Law enforcement
- Excess insurers
- Banks and other financial institutions
- Credit card companies
- Vendors
- Government agencies
- Others as deemed appropriate

Employee Training:

The IT Contractor will train all employees on the prevention of data breaches and their responsibilities in the event of a data breach as necessary.
Follow Up and Review:

Once the data breach has been mitigated, appropriate notifications provided, and the investigation concluded, a post mortem analysis will take place to determine the effectiveness of the data breach plan. Among the items to consider include:

- How did the data breach occur?
- Have controls been implemented to prevent a future data breach?
- Was the data breach plan followed?
- Are plan revisions needed?
- What lessons did we learn?
- What can we do better if it happens again?

After the critique is completed, methods to mitigate any risks will be identified and measures to prevent future data breaches will be implemented.
Colorado State Security Breach Laws:

CRS 6-1-716

Definition of Personal Information: A Colorado's resident’s first name or first initial and last name in combination with any one or more of the following data elements that relate to the resident, when the data elements are not encrypted, redacted, or secured by other method rendering the name or the elements unreadable or unusable.

   a) Social security number;
   b) Driver's license number or identification card number; and
   c) Account number or credit card number, in conjunction with any required security code, access code, or password that would permit access to a resident’s financial account.

Summary: An individual or a commercial entity that conducts business in Colorado and that owns or licenses computerized data that includes personal information about a resident of Colorado shall, when it becomes aware of a breach of the security of the system, conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. The individual or the commercial entity shall give notice as soon as possible to the affected Colorado resident unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.
Town of Carbondale

Data Breach Incident Report Form

1. Date and time of breach: _____________________________________________________

2. Date and time of discovery of breach: _________________________________________

3. Where did the breach happen? 
   ______________________________________________________________________
   ______________________________________________________________________

4. Name of person reporting the breach: 
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   Organization if other than ____: ______________________________________

5. Name of person/organization responsible for the breach (if known): 
   ______________________________________________________________________
   ______________________________________________________________________

6. How did they do it? 
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

7. Type of Data Breach (i.e. theft, illegal access, virus, etc.): 
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

8. What network resources were breached? (routers, firewalls, servers, etc.?)
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

9. Specific data compromised: 
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

10. How did the breach happen? 
    ______________________________________________________________________
    ______________________________________________________________________
    ______________________________________________________________________

11. Corrective action taken to control the breach:
    ______________________________________________________________________
    ______________________________________________________________________
    ______________________________________________________________________
12. Steps taken to preserve evidence:
___________________________________________________________________________
___________________________________________________________________________
13. ___ employees who were notified of the breach:
___________________________________________________________________________
___________________________________________________________________________
14. Outside organizations notified of the breach:
___________________________________________________________________________
___________________________________________________________________________
15. Was law enforcement notified? Yes__ No__
   a. Time and date of notification:
      ______________________________________________________________________
   b. Name of officer/department?
      ______________________________________________________________________
16. Controls implemented to prevent future breaches:
___________________________________________________________________________
___________________________________________________________________________
17. Other Comments:
___________________________________________________________________________
___________________________________________________________________________

Note: Please attach any support documentation if necessary to fully answer the above questions.

Name: ________________________________  Date: ________________________

Reported to: _________________________  Date: _________________________
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal Application for Phat Thai

Date: August 9, 2018

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

Lari Ann Goode / Manager

I have found no liquor violation records that would cause me to recommend denial of this liquor license renewal.
RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

PHAT THAI
0302 ESCALANTE
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

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<td>THREE 43 MAIN INC</td>
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<td>077253800000</td>
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<thead>
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<th>Operating Manager</th>
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<tbody>
<tr>
<td>LAI GONGE</td>
<td>[ ]</td>
<td>CARBONDALE CO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Type</th>
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</tr>
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<tbody>
<tr>
<td>Hotel &amp; Restaurant (city)</td>
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<tr>
<td>526 880 1234</td>
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<table>
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<tr>
<td>343 MAIN ST CARBONDALE CO 81623</td>
<td>0302 ESCALANTE CARBONDALE CO 81623</td>
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1. Do you have legal possession of the premises at the street address above? [ ] YES [ ] NO
   Is the premises owned or rented? [ ] Owned [ ] Rented [ ] If rented, expiration date of lease [ ]

5. 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)? [ ] YES [ ] NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. 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? [ ] YES [ ] NO
   If yes, attach a detailed explanation.

4. 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 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? [ ] YES [ ] NO
   If yes, attach a detailed explanation.

5. 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? [ ] YES [ ] NO
   If yes, attach a detailed explanation.

AFFIRMATION & CONSENT
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.

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<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
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REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

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LIST OF LIQUOR LICENSES WITH DIRECT INTERESTS FROM OWNERS

Three43Main Inc.
Liquor License #07-72538-000

The Pullman LLC
Liquor License #14-43114-0000
Board of Trustees Agenda Memorandum

Meeting Date: 8-21-2018

TITLE: Appointments for Planning and Zoning Commission

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Applications for: Jay Engstrom, Nick Miscione, Jade Wimberley, Tristan Xavier Francis and Nicholas DiFrank

BACKGROUND
The terms for Yuani Ruiz and Jen DiCullo expire on August 31, 2018. Gavin Brooke resigned on May 10, 2018. As a result, three regular seats are open on the Planning Commission.

At their July 26, 2018 meeting, the Commission recommended that the Board of Trustees appoint alternate P&Z members Jay Engstrom and Nick Miscione as regular members of the P&Z.

At their August 16, 2018 meeting, the Commission recommended that the Board of Trustees appoint Jade Wimberley as a regular member, Nicholas DiFrank as the first alternate and Tristan Xavier Francis as the second alternate for the P&Z.

RECOMMENDATION
Town Staff recommends that the following motion be approved: Move to reappoint Jay Engstrom and Nick Miscione as full voting members, appoint Jade Wimberley as a full voting member, Nicholas DiFrank as the first alternate and Tristan Xavier Francis as the second alternate for the P&Z effective September 1, 2018.

Prepared By: Mary Sikes
Building & Planning Assistant

JH
Town Manager
Dear [Redacted],

I am writing to express my desire to reapply for reappointment to the Planning and Zoning Commission. As you are aware, I have been serving on this commission for [Redacted] years, during which time I have contributed to the town's growth and development. I am committed to ensuring that our community continues to thrive while maintaining its unique character.

The Planning and Zoning Commission requires a commitment on Thursday evenings, and I am confident that I can continue to meet these requirements. The meetings are well-organized, and I am prepared to contribute my expertise and ideas to the discussions.

I am committed to the values and principles upon which the town was founded, and I am passionate about ensuring that we maintain our quality of life while preserving our natural beauty.

Thank you for considering my application. I look forward to the opportunity to continue serving the town.

Sincerely,

[Redacted]
Applicant Name: NICK MISCIONE
Mailing Address: 2841 DOLORES WAY, CARBONDALE, CO 81623
Street Address: SAME AS ABOVE
Telephone: 970-326-2371 / 412-271-3108
E-mail Address: NICK@MISCIONEDDESIGN.COM

If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

1.) The Planning and Zoning Commission requires a commitment on Thursday evenings one or twice a month. The meetings generally fall on the second and fourth Thursday of each month with a few exceptions. The Planning and Zoning Commission, on occasion, hosts workshops where public attendance may be required. In addition, you may need to attend Board of Trustees meetings a couple of times. Do you foresee any problems attending these meetings on a regular basis? If so, what are the potential attendance issues?

I SEE NO PROBLEMS ATTENDING MEETINGS

2.) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land use applications and other issues? If yes, please explain.

I FEEL I'M EQUIPPED WITH A SKILLSET THAT WOULD LEAD WELL TO THIS POSITION

3.) Do you feel you have any conflicts of interest that might arise due to your appointment to the Planning and Zoning Commission? If so, please explain.

I HAVE NO CONFLICTS OF INTEREST I'M AWARE OF

4.) What do you like best about the Town of Carbondale?

THE QUALITY OF LIFE AND THE COMMUNITY ARE MY FAVORITE ASPECTS OF CARBONDALE

5.) What is one thing that would make Carbondale a better place to live?

A MORE DEDICATED APPROACH TO HISTORY PRESERVATION, ESPECIALLY THE HCC

6.) Please identify what you feel are some of the key issues facing the Town in the next 5-10 years.

PARKING IN THE HCC, PRESERVING THE COMMERCIAL CORRIDORS, PROMOTING BUSINESS IN THE PEDESTRIAN DOWNTOWN CORE

Planning and Zoning Recommendation

Date: 7-24-19
Selection: NO

Action Taken by Board of Trustees

Date: NO
Selection: YES
Term Expiration: [Blank]

Appraisal Signature: [Blank] Date: [Blank]

Updated 05-13-2011
**Town of Carbondale**

**Planning and Zoning Commission**

**Application for Appointment**

**Applicant Name:** Jade Wimberley  
**Mailing Address:** 493 South 2nd Street  
**Carbondale, CO 81623**

**Street Address:**  

**Telephone:** 970 759 9733  
**E-mail Address:** jadewimberley@gmail.com

**Reappointment**

*If you are seeking reappointment, it is only necessary to fill in the top portion of this application.*

**Please Answer the Questions Below**

1.) The Planning and Zoning Commission requires a commitment on Thursday evenings once or twice a month. The meetings generally fall on the second and fourth Thursday of each month with a few exceptions. The Planning and Zoning Commission occasionally hosts workshops where your attendance may be required. In addition, you may need to attend Board of Trustees meetings a couple of year. Do you foresee any problems attending these meetings on a regular basis? If so, what are the potential attendance issues?

   Perhaps 3-4 times a year due to personal and work related travel.

2.) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land-use applications and other issues? If yes, please explain.

   Yes, I am a trained medical doctor/EMT so my life work in providing objective recommendations with well thought out plans.

3.) Do you feel you have any conflicts of interest that may arise due to your appointment to the Planning and Zoning Commission? If so, please explain.

   No, though I am an owner of Lux Wellness Center at 1372 Main Street so I might need to be recused with near-by planning and zoning applications.

4.) What do you like best about the Town of Carbondale?

   The abundance of creative, generous, hard working citizens that make Carbondale the unique place that it is. And the trees.

5.) What is one thing that would make Carbondale a better place to live?

   Collecting taxes and regulating (perhaps a lottery system) for the AirBnb, Vrbo... around town inorder to collect more taxes for the town and offer the rental market some breathing room.

6.) Please identify what you feel are some of the key issues facing the Town in the next 5-10 years.

   Proper well thought out building and road development for the coming generations and bringing companies with aligned social-economic values which can employe 50+ people

**Planning and Zoning Recommendation**

*Action Taken by Board of Trustees*

**Date:** 6-16-16  
**Selection:** YES  
**NO**

**Date:**  
**Selection:** YES  
**NO**

**Term Expiration:**  

**Approval Signature:**  

**Date:**

*Updated 05-13-2011*
Town of Carbondale
Planning and Zoning Commission
Application for Appointment

Applicant Name: Tristan Xavier Francis
Mailing Address: 1611 Defiance Dr., Carbondale, CO 81623
Street Address: 1611 Defiance Dr., Carbondale, CO 81623
Telephone: 303-513-0677
E-mail Address: tristanf@landshelter.com

If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1.) The Planning and Zoning Commission requires a commitment on Thursday evenings once or twice a month. The meetings generally fall on the second and fourth Thursday of each month with a few exceptions. The Planning and Zoning Commission occasionally hosts workshops where your attendance may be required. In addition, you may need to attend Board of Trustees meetings a couple of times a year. Do you foresee any problems attending these meetings on a regular basis? If so, what are the potential attendance issues?
No, I have no attendance issues.

2.) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land-use applications and other issues? If yes, please explain.
Yes, I work as an (unlicensed) architect at Land + Shelter Architecture and Planning, and work with local building and zoning codes and regulations on a daily basis. My interest in joining the P+Z commission is to develop and oversee regulations that best serve our community.

3.) Do you feel you have any conflicts of interest that may arise due to your appointment to the Planning and Zoning Commission? If so, please explain.
No, I have no conflicts of interest.

4.) What do you like best about the Town of Carbondale?
The spirit of cooperation and resilience, the willingness of citizens to embrace new ideas, and the commitment to sustainable values. The prosperity of everyone who lives here to help anyone they have the means to help. Also, everything else.

5.) What is one thing that would make Carbondale a better place to live?
Greater availability of low income and affordable housing.

6.) Please identify what you feel are some of the key issues facing the Town in the next 5 to 10 years. Mitigating the effects of climate change on the local community and economy, and ensuring that Carbondale remains affordable and liveable in the face of rising housing prices and increased development.

Planning and Zoning Recommendation
Date: 8-6-18
Selection: ( ) YES ( ) NO

Action Taken by Board of Trustees
Date: 
Selection: ( ) YES ( ) NO
Term Expiration:

Approval Signature: [Signature]
Date: [Date]

Updated 05-19-2011
Tristan Xavier Francis
1611 Defiance Dr.
Carbondale, CO 81623
+1 303 513 0877
tristanxfrancis@hotmail.com

education
Master of architecture, emphasis in sustainable architecture, June 2016
California State Polytechnic University
Pomona, California
Bachelor of arts in history, May 2008
Oklahoma State University
Stillwater, Oklahoma

experience
Land + Shelter Architecture and Planning, Designer, Carbondale, CO, February 2018 to present
Developing designs, selecting materials, drawings at a landscape and community-oriented studio practice. Contact Andrea Kueber, architect, +1 970 386 1582, akueber@landandshelter.com

CK Architecture, senior designer, Los Angeles, CA, June 2018 to April 2017
Performing a full scope of architectural services for clientele including design, production of drawings, and coordination with clients, manufacturers, and city officials. Contact Christoph Kapeller, architect, +1 323 610 4947, ck@ck-architecture.com

TWO Architecture, design associate, Tulsa, Oklahoma, full-time April 2013 to September 2014
Performing a full scope of architectural services for clientele including preliminary and schematic design, production of drawings for construction, and coordination with clients and contractors. Contact Rick Wim, architect, +1 918 649 7938, rwim@tworarchitecture.com

Cal Poly graduate teaching assistant, September 2014–December 2015, Los Angeles, California
Assisting professor with classes in the history and theory of architecture, including leading interactive discussions, and grading student work for form and content. Contact Sasha Ortenberg, PhD +1 831 236 1920, aortenb@cpp.edu

Docent, Neutra VDL studio and residences, September 2015–Present, Los Angeles, California
Performing historic preservation of and leading tours at the former office and residence of Richard Neutra, internationally-renowned modernist architect. Contact Sarah Lorenzen, +1 909 869 2706 sarah@neutra-ndl.org

Cal Poly fabrication shop, graduate supervisor, Los Angeles, California
Overseeing and assisting students with project fabrication and safety using a variety of materials, machines and tools. Contact Linc Heke, +1 909 869 2677, clhkhe1@cpp.edu

commissions and research
Design Submission, Competition for New Prague Congress Center
With CK Architecture, Spring 2017

"Ethnography of Place: Placemaking Among the Placeless"
Urban research project for Environmental Design Research Association (EDRA) "Great Places" competition
With Pam Mayangcharoen, Spring 2014

other qualifications and experience: expertise in hand drawing, model making, painting, and sculpting; digital rendering, digitally enhanced fabrication, sustainable/regenerative systems, and proficiency in many design software applications such as Adobe suite, Autodesk Revit, 3D Studio MAX, Autocad, Ecotect, Rhino 3D, Grasshopper, V-Ray, Sketchup
Town of Carbondale
Planning and Zoning Commission
Application for Appointment

Applicant Name: Nicholas DiFranco
Mailing Address: 414 Sopris Ave. → Carbondale, CO 81623
Street Address: 414 Sopris Ave.
Telephone: 828-829, 828-829
E-mail Address: ndifranco@comcast.net

Reappointment
If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1.) The Planning and Zoning Commission requires a commitment on Thursday evenings once or twice a month. The meetings generally fall on the second and fourth Thursday of each month with a few exceptions. The Planning and Zoning Commission occasionally hosts workshops where your attendance may be required. In addition, you may need to attend Board of Trustees meetings a couple of times a year. Do you foresee any problems attending these meetings on a regular basis? If so, what are the potential attendance issues?

I DO NOT FORESEE ANY ATTENDANCE ISSUES.

2.) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land-use applications and other issues? If yes, please explain.

Absolutely. With over 15 yrs of experience as an urban planner/planner/landscape architect, I am well acquainted and can provide objective input.

3.) Do you feel you have any conflicts of interest that may arise due to your appointment to the Planning and Zoning Commission? If so, please explain.

I am still a professionally practicing landscape architect. With my firm, Landscape Architects, I am able to do business with the Town of Carbondale. I would need to recuse myself from a selection process.

4.) What do you like best about the Town of Carbondale?

I love how Carbondale blends families, intelligent professionals, small businesses and local traditions all together while continuing to respect our beautiful valley and small-town character.

5.) What is one thing that would make Carbondale a better place to live?

The continued support of diverse peoples, businesses, ideas, combined with thoughtful town planning and future land-use planning.

6.) Please identify what you feel are some of the key issues facing the Town in the next 5-10 years.

Maintaining our small-town character while providing for meaningful opportunities for new businesses, residents, and land uses.

Date: 8-16-18

Planning and Zoning Recommendation
Selection: YES

Action Taken by Board of Trustees
Date: 8-16-18
Selection: YES

Term Expiration:

Approval Signature:

Updated 05-13-2011
During my professional career I have had the opportunity to work as both a private consultant and public representative. Having experienced both sides of the planning & development world has provided me with valuable experience & insights. I also have masters degrees in urban design & landscape architecture and can provide a resume upon request.

(3) CONTINUED:

- Encouraging a thoughtful process to any development to ensure that it serves the vision of Carbondale and can be supported by existing infrastructure and social systems.
- Reinforcement of the visual as designed within Carbondale's UDC, while respecting the critically needs of our community on issues such as:
  - Housing
  - Density
  - General Development
  - Environmental Awareness & Impacts
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: 8-21-2018

TITLE: Appointments for Board of Adjustment

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Applications for: Mark Chain, Jeff Dickinson, Meredith Bullock, Matthew Gworek

BACKGROUND
The Planning Department advertised for four weeks for applicants for the Board of Adjustment for five regular seats and two alternates. The vacancies were also posted on the Town’s website. Attached are the four applications for Board approval.

RECOMMENDATION
Town Staff recommends that the following motion be approved: Move to appoint Mark Chain, Jeff Dickinson, Matthew Gworek & Meredith Bullock as Board of Adjustment members effective August 21, 2018.

Prepared By: Mary Sikes
Building & Planning Assistant

---

JH
Town Manager
Town of Carbondale
Board of Adjustment
Application for Appointment

Applicant Name: MARK CHAIM
Mailing Address: 811 GARFIELD AVE
Street Address: SAME AS ABOVE
Telephone: 970.309.3655
E-mail Address: MCHAIM@SPLC.NET

Reappointment
If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land-use applications and other issues?

2) What do you like best about the Town of Carbondale?

3) What is one thing that would make Carbondale a better place to live?

4) Please identify what you feel are some of the key issues facing the Town in the next 5-10 years.

5) Do you feel you have any conflicts of interest that may arise due to your appointment to the Board of Adjustment?

Board of Adjustment Recommendation

Date:
Selection: YES NO

Action Taken by Board of Trustees

Date:
Selection: YES NO

Term Expiration:

Approval Signature: Date:
Mark Chain responses to BOA application questions

Questions for Carbondale Board of Adjustment Application

1. Do you feel as a citizen of the community that you are able to provide objective recommendations on various land use applications and other issues?
Response: Yes. As a long time planner, I have been trained to give careful consideration to all objective criteria. This includes UDC, other adopted community plans and any Neighborhood Documents.

2. What do you like best about Carbondale?
Response: 2 things stand out related to this question. First is the opportunity for considerable public engagement to which all citizens have access. In addition, I do like the emphasis on infill development and the fact that staff/town officials do not blindly ask for curb and gutter and other "suburban" standards in the older part of the community.

3. What is one thing that would make Carbondale a better place to live?
Response: A larger commercial and industrial tax base. Carbondale has a number of physical infrastructure needs as well as a constant flow of "social capital/nonprofit" requests. Our revenues and savings have not been able to keep up with this demand. Carbondale may be forced to ask for mil Levy increases in order to get certain things accomplished in the future. So, as other special districts and governmental entities (RFTA, RE-1, Carbondale Fire, etc.) consider mil Levy increases, this may adversely affect town citizens, the commercial sector and the small business person.

4. Please identify you feel are some of the key issues facing the Town in the next 5 to 10 years.
Response:
- finding a large enough parcel to help secure long-term Downtown Parking needs. First step is providing a large enough property and installing "at grade parking". Future options would be a parking structure on top parcel.
- Keeping up with our physical and utility infrastructure needs.
- Providing enough attainable on affordable housing. Sources for affordable housing besides requirements on developers need to be found.
Mark Chain responses to BOA application questions

5. Do you feel you have any conflict of interest that may arise due to your appointment to the Board of Adjustment?

Response: No. While I am involved in land use consulting, I will recuse myself from participation in any discussions if I am actively working or did past consulting for a project/application/appeal.
Town of Carbondale
Board of Adjustment
Application for Appointment

Applicant Name: Matthew Guerek
Mailing Address: 734 Sopris Ave, Carbondale, CO
Street Address: Same
Telephone: 312-953-1842
E-mail Address: mfguerek@gmail.com

Reappointment
If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land-use applications and other issues?

Yes

2) What do you like best about the Town of Carbondale?

The diversity of our population and the energy put into our community. The arts, our fairs, First Friday, etc.

3) What is one thing that would make Carbondale a better place to live?

More mass transit, options.

4) What do you feel are some of the key issues facing the Town in the next 5-10 years?

Managing growth so that the Town remains a nice place to live. Noise, traffic, congestion will be issues.

5) Do you feel you have any conflicts of interest that may arise due to your appointment to the Board of Adjustment?

No

Board of Adjustment Recommendations

Date:

Selection: Yes No

Action Taken by Board of Trustees

Date:

Selection: Yes No

Term Expiration:

Approval signature: Date:
Town of Carbondale
Board of Adjustment
Application for Appointment

Applicant Name: Jeff Dickinson

Mailing Address: 82 West Blvd, Carbondale CO

Street Address: same

Telephone: 970.618.3146

E-mail Address: biospace@soarin.net

Reappointment
If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land use applications and other issues?
   Yes. I served on the Planning and Zoning Commission as chair in the past, and am familiar with regulations, and am able to take many factors into account before making decisions.

2) What do you like best about the Town of Carbondale?
   The people. The way we are able to honor a wide range of interests.

3) What is one thing that would make Carbondale a better place to live?
   Affordable housing.

4) Please identify what you feel are some of the key issues facing the town in the next 5 to 10 years.
   Revenue streams for town, affordable housing, making downtown even more vibrant supporting local businesses year round

5) Do you have any conflicts of interest that may arise due to your appointment to the Board of Adjustment?
   As an Architect there may be projects that come forward that may require a hearing before BDA. I will recuse myself for those projects.

Board of Adjustment Recommendation

Date:

Selection: YES NO

Action Taken by Board of Trustees:

Date:

Selection: YES NO

Term Expiration:

Approval Signature: Date:

Planning/BOA Application July 2018
Town of Carbondale
Board of Adjustment
Application for Appointment

Applicant Name: Meredith Bullock
Mailing Address: 682 Eudic Ave
Street Address:
Telephone: 963-1676
E-mail Address: meredith@sopris.net

Reappointment:
If you are seeking reappointment, it is only necessary to fill in the top portion of this application.

Please Answer the Questions Below

1) Do you feel as a citizen of the community that you are able to provide objective recommendations on various land use applications and other issues?
   Yes

2) What do you like best about the Town of Carbondale?
   The people, old timers and newcomers. Enthusiasm and involvement.

3) What is one thing that would make Carbondale a better place to live?
   More housing.

4) Please identify what you feel are some of the key issues facing the Town in the next 5-10 years.
   Housing, Transportation Alternatives, Waste Reduction, Water Conservation

5) Do you feel you have any conflicts of interest that may arise due to your appointment to the Board of Adjustment?
   No.

Board of Adjustment Recommendation

Date:
Selection: YES  NO

Action Taken by Board of Trustees

Date:
Selection: YES  NO

Term Expiration:

Approval Signature: 
Date: 

BZA Application July 2018
Board of Trustees Agenda Memorandum

Item No: 2
Attachment: G
Meeting Date: August 28, 2018

Title: Grit removal installation

SUBMITTING DEPARTMENT: Utilities

ATTACHMENTS: Velocity Plant Services proposal, Construction Agreement

BACKGROUND:
The Town of Carbondale Wastewater pretreatment system removes materials that cannot be broken down by the main biological treatment processes in the plant. The pretreatment processes occur in the headworks building of the waste water treatment plant. There are three main pieces of equipment which remove these materials:

- Bar screen - removes rags, paper material, string, plastics solidified grease and latex materials
- Hydrogritter and pump - pumps and separates the heavy inorganic material such as sand, gravel, and dense food items
- Comminuter (shredder) - shreds material which passes through the prior screening

The bar screen and the comminuter have been installed in the 2010 upgrade and in 2016 respectively. These items have several years of service life left. The grit removal system, which is over 20 years old, has exceeded its life and was included in the adopted 2018 budget to be replaced due to its age and failing condition.
DISCUSSION:

The grit removal system is essential to keep heavy solids from entering the treatment process. Failure of this equipment will lead to settlement and accumulation of material in the activated sludge basins which will reduce the volume of the basins which impacts the overall treatment process.

Staff has researched replacement of this equipment and found the manufacturer of the existing equipment is still manufacturing a direct replacement model which we have ordered and received.

Staff does not have the resources to remove and install the equipment which is of size and weight beyond our capability to work with. The pump system sets in a pit requiring specialty equipment to remove the old pump and lower the new pump into place. The separator system is attached above with piping and motorized equipment.

Staff initiated a request for proposal for services to remove and install this equipment. We received 2 proposals for this work. The proposals were as follows:
Velocity Plant Services - $12,912.00
Mueller Construction- $33,311.00

Both firms are fully capable of performing the work. They have both worked with the department on water plant and waste water plant projects. Staff recommends Velocity Plant Services to perform this work.

FISCAL ANALYSIS

The 2018 adopted budget has adequate funds for this equipment replacement. The equipment cost is $53,464; the installation cost is $12,912 for a total cost of $66,376.00. The adopted 2018 budget has $140,000 for this replacement.

RECOMMENDATION

Staff recommends the Board of Trustees to authorize the Mayor to enter into an agreement with Velocity Plant Services to remove the old hydrogritter and replace it with an in-kind replacement.

Prepared By: Mark O'Meara, Utility Director

Town Manager
August 14, 2018

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Attn  Mark O’Meara, Utility Director
RE: Hydrogritter Replacement

Mr. O’Meara,

Velocity Plant Services is pleased to submit the following proposal for your consideration. Our proposal has been developed using information provided in your email of July 31, visits to the site, and photos we had in our files.

Base Bid:
1. All work to be performed within the OSHA guidelines for safety.
2. All electrical disconnect, reconnect, and update by owner.
3. Remove and dispose of existing Hydrogritter and existing grit pump.
4. Install new Wemco Hydrogritter Classifier and Torque-Flow Grit Pump supplied by owner. Includes all hardware and BOM provided by owner as part of the RFP dated July 31, 2018.
5. Assist in startup of new equipment.
6. Clean up work site.

Total of Base Bid: $12,912.00

Velocity Plant Services specifically excludes from our proposal all taxes, engineering, electrical scopes of work, permits, Davis – Bacon wages, insurance coverages in excess of statutory limits required by the State of Colorado, and any other item of work not detailed above.

We are looking forward to working with the staff at Carbondale on this important project. If there are questions, please contact me.

Dan Hart
Director of Business Development
2018 Town of Carbondale
Waste Water Treatment Plant Hydrofitter Replacement

CONSTRUCTION AGREEMENT
(Guaranteed Maximum Price)

THIS AGREEMENT made this 28th day of August, 2018, between the Town of Carbondale, Colorado (Town) and Velocity Plant Services, LLC, a Colorado limited liability company ("Contractor"), whose address is 2107 West College Ave., Englewood CO 80110. This Agreement is to be effective August 28, 2018, 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 installation of replacement equipment at its waste water treatment plant as outlined in the request for proposal. All of the Work will be directed and overseen by the Town’s Utilities Director. Contractor is willing to perform this Work upon request of the Utilities Director for the price set forth in Attachment A.

2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the price set forth on Attachment A ("Contractor’s Compensation").

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 payment for Work completed, based on an Application for Payment submitted by Contractor and approved by the Town. Due to the short timeframe of the work, said Application for Payment shall be submitted once all of the work is completed by the Contractor. 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 has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, “Basic Pilot Program” is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

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(2).

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.

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 by October 15, 2018, unless otherwise agreed in writing by the Town Manager or Utilities 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:**
   Velocity Plant Services, LLC  
   2107 West College Avenue  
   Englewood, CO 80110

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 13th day of February, 2018.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: __________________________
    Dan Richardson, Mayor

ATTEST:

___________________________

CONTRACTOR:

VELOCITY PLANT SERVICES, LLC., a Colorado Limited Liability Corporation

By: __________________________

STATE OF COLORADO )
COUNTY OF ________________ ) ss.

The foregoing AGREEMENT was acknowledged before me this ___ day of ________, 2018 by ________________________________.

Witness my hand and official seal.

My commission expires: __________________________

___________________________
    Notary Public
ATTACHMENT "A"

August 14, 2018

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Attn: Mark O'Meara, Utility Director
RE: Hydro gritter Replacement

Mr. O'Meara,

Velocity Plant Services is pleased to submit the following proposal for your consideration. Our proposal has been developed using information provided in your email of July 31, visits to the site, and photos we had in our files.

Base Bid:
1. All work to be performed within the OSHA guidelines for safety.
2. All electrical disconnect, reconnect, and update by owner.
3. Remove and dispose of existing Hydro gritter and existing grit pump.
4. Install new Wemco Hydro gritter Classifier and Torque-Flow Grit Pump supplied by owner. Includes all hardware and BOM provided by owner as part of the RFP dated July 31, 2018.
5. Assist in startup of new equipment.
6. Clean up work site.

Total of Base Bid: $12,912.00

Velocity Plant Services specifically excludes from our proposal all taxes, engineering, electrical scopes of work, permits, Davis – Bacon wages, insurance coverages in excess of statutory limits required by the State of Colorado, and any other item of work not detailed above.

We are looking forward to working with the staff at Carbondale on this important project. If there are questions, please contact me.

Dan Hart
Director of Business Development

2107 West College Ave. Eaglewood, CO 80110
Phone (303) 954-7800, Ext 215, Fax (303) 954-7802
Cell (303) 945-6420
dh@velocityps.com
www.velocityps.com
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: August 28th, 2018

TITLE: GCFMLD Miners Park Playground Replacement Project Mini-Grant Resolution No. 11, Series of 2018

SUBMITTING: Parks & Recreation Department

ATTACHMENT: Resolution No. 11 - 2018

Background:
The Town staff is submitting a Fall 2018 Garfield County Federal Mineral Lease District (GCFMLD) mini-grant application for the Miners Park playground removal and replacement project. This project is in alignment with the 2015 Parks, Recreation & Trails Master Plan which stated the following in recommendation #5, “Maintain existing amenities by focusing on enhancing existing parks before spearheading expansion to new locations.” The existing playground, originally built in 1984, has seen significant solar damage and many of the original play elements have been removed due to their dilapidated nature and have reached their repairable life cycle. Within the GCFMLD grant application a Resolution is required from the Town governing body indicating their support for the grant submittal.

Fiscal Financial Implications:
The estimated total project cost is $25,000 which will be entirely funded through the GCFMLD mini-grant. A local Town of Carbondale match is not required for the mini-grant program.

Recommendation:
Adoption of Resolution No. 11 - 2018 supporting town submittal of a GCFMLD mini-grant application.

Prepared By: Eric Brendlinger, Parks & Recreation Director

Jay Harrington
Town Manager
RESOLUTION NO. 11
SERIES OF 2018

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT AND COMPLETION OF A
TOWN OF CARBONDALE PARK PLAYGROUND REPLACEMENT PROJECT.

WHEREAS: The Town of Carbondale is a political subdivision of the State of Colorado, and therefore an
eligible applicant for the grant awarded by the Garfield County Federal Mineral Lease District ("GCFMLD"); and

WHEREAS: The Town of Carbondale has submitted a mini-grant application for public park playground
replacement project to the following municipal park lands: Miners Park, requesting a total award of $25,000.00
from GCFMLD; and

WHEREAS: The Town of Carbondale supports the completion of the aforementioned playground replacement
project if a grant is awarded by the GCFMLD.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF CARBONDALE THAT:

1. The above recitals are hereby incorporated as findings by the Board of Trustees of the Town of
Carbondale.

2. The Board of Trustees of the Town of Carbondale strongly supports the Grant Application submitted by
the Town of Carbondale for a grant with Garfield County Federal Mineral Lease District.

3. If the grant is awarded, the Board of Trustees of the Town of Carbondale strongly supports the
completion of the playground removal and replacement project at Miners Park.

4. The Board of Trustees of the Town of Carbondale authorizes the expenditure of any funds necessary to
meet the terms and obligations of a grant awarded pursuant to a Grant Agreement with the GCFMLD.

5. The project sites are owned by the Town of Carbondale and will be owned by the Town of Carbondale for
the next 25 years. The Board of Trustees of the Town of Carbondale will continue to maintain the
municipal park lands in a high quality condition and will appropriate needed funds for maintenance
annually.

6. If a grant is awarded, the Board of Trustees of the Town of Carbondale hereby authorizes the Mayor to
sign a Grant Agreement with the GCFMLD.

The effective date of this Resolution is the date passed and approved below.

PASSED AND APPROVED ON: __________________________

APPROVED BY: __________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
To: Mayor Dan Richardson and
Carbondale Board of Trustee

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for Wilderness Workshop on the Third Street Center

Date: August 8, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the Wilderness Workshop to be held on September 21, 2018 between 5:00 p.m. to 9:00 p.m., at Sopris Park.

Alicia Zeringue/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  

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:  
- MALT, VINOUS AND SPIRITOUS LIQUOR $50 PER DAY  
- FERMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY  
LIQUOR PERMIT NUMBER  
STATE SALES TAX NUMBER (REQUIRED)  

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
Wilderness Workshop  

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY  
PO Box 1442  
Carbondale, CO 81623  

3. ADDRESS OF SPECIAL EVENT  
Sopris Park, Carbondale  

NAME  
Sloan Shoemaker  
Alicia Zeringue  

DATE OF BIRTH  
EMAIL ADDRESS  
PHONE NUMBER  

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE  
5. EVENT MANAGER  

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

7. IS PREMISES NOW LICENSED UNDER  
STATE LIQUOR OR BEER CODE?  
NO  X 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?  1 day (to come from parks)  

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

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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 thereto, and that all information therein is true, correct, and complete to the best of my knowledge  

SIGNATURE  
[Signature]  
TITLE  
Community Organizer  
DATE  
8/30/18  

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  
[Signature]  
TITLE  
DATE  

LOCAL LICENSING AUTHORITY  
ATTEST
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WILDERNESS WORKSHOP

is a

Nonprofit Corporation

formed or registered on 11/30/1976 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 19871313735.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2018 that have been posted, and by documents delivered to this office electronically through 03/12/2018 @ 14:26:25.

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 03/12/2018 @ 14:26:25 in accordance with applicable law. This certificate is assigned Confirmation Number 10773757.

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/SOS/CertificateSearch.result.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 at http://www.sos.state.co.us click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
August 6, 2018

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

Ladies and Gentlemen of the Board:

I am writing on behalf of Wilderness Workshop. The Town of Carbondale Parks & Recreation Department has given them permission to use Sopris Park and the Gazebo for the *Wilderness Workshop Membership Party* to be held Friday, Sept. 21, 2018. The hours for set-up, the festival and break down will be:

- **Friday, September 21, 2018**
  - Set-up 2 pm – 5 pm
  - Event time 5 pm -9 pm,
  - Break down 9-10:30 pm

Please contact the Town of Carbondale Parks & Recreation Department if you have any questions.

Sincerely,

[Signature]

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
Aug 6, 2018

Street and park rental use agreements and special event management plan for the Wilderness Workshop Membership Party in Sopris Park

Friday, September 21, 2018

Special Event Liquor License BOT review on Tuesday, August 28, 2018

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 contracts can be amended to address those concerns.

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondsleco.net

www.carbondalerec.com

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

Parks & Recreation Director

Public Works Director

Police Chief

Town Finance Director

Town Manager

Town Clerk
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 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: Wilderness Workshop Member Party

2. Primary Event Organizer: Alicia Zeringue
   a. Cell Phone: 303-959-4836
   b. Email: alicia@wilderneswsworkshops.org
   c. Address: 520 3rd Street, Carbondale, Co 81623

3. Secondary Event Organizer: Rebecca Minsky
   a. Cell Phone: 917-322-3256
   b. Email: rebecca@wilderneswsworkshops.org
   c. Address: Same as above

4. EVENT LOCATION: Sopris Park, Carbondale

5. EVENT DATE(s): Sept. 21, 2018

6. EVENT TIME(s): 5:00pm - 9:00pm

7. EVENT SET-UP TIME(s): 2-5pm

8. EVENT BREAK-DOWN TIME(s): 9-10:30pm
   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: 150 - 200

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge:
   b) Event Volunteers: 10
   c) Event Contractors: 3
   d) Event Security Personnel: 1
   e) Event Vendors:
3. Event training for personnel? (Yes) (No) Describe: ____________________________

4. Fee charged to participants? (Yes) (No) If yes, how much? ______

5. Amplified music at event? (Yes) (No) If yes, times music is played (including sound checks) 4pm - 9pm 7-9 sleeping jazz.

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.

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
   o 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: ____________________________
   o 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
   o Locate fencing, barriers/barricades, points of ingress/egress, emergency access: ____________________________

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

3. Security, Medical and Safety
   o Show security check points: ____________________________
   o Show placement of traffic control personnel: ____________________________
   o Locate first aid station, ambulance access point: ____________________________
   o Locate portable night lighting: ____________________________

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

5. Sanitation and Solid Waste
   o Locate/identify restrooms/portable toilets and hand wash stations: ____________________________
   o Locate trash and recycle containers and dumpsters: ____________________________

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

7. Smoking Area
   o 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? (Yes) (No)
   If Yes, please provide the following information:
   o Name of Security Company: ____________________________
   o Person in charge at event: ____________________________
2. Will Town of Carbondale Police Dept. enforcement services be requested?  (Yes) (No)
   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?  (Yes) (No)
      If Yes, please provide the following information:
      - Name & cell phone of on-site staff designated as medical point of contact:  
        Alicia Zeringue - 307-259-4876

   2. Will a licensed Emergency Medical Service provider or EMT be provided on-site?  (Yes) (No)
      If Yes, please provide the following information:
      - Name & cell phone of service provider or EMT:
      - Aid Station location & hours:

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
gain 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:  (Yes) (No)
   - Location of barricades and/or traffic cones:
   - Proposed traffic flow map around road closure:
   - Location of informational signage within road closure area:
   - Location of safety lighting bar (if needed) within road closure area:
   - Running or Bike Race route description (with start & finish line) if applicable:
   - Parade route description (with start & finish) if applicable:

   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: N/A - will use trash receptacles available on site
- Contact Person: 
- Mailing Address: 
- Cell Phone: 
- Email: 

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.

Do you plan to provide portable restroom facilities at your event? (Yes) [ ] (No) [X]  If yes, how many: ______
Number of ADA accessible portable toilets: ______
Is portable handwashing station being provided? (Yes) [ ] (No) [X]
If no, is there a sanitizer dispenser within toilet? (Yes) [ ] (No) [X]

Please provide the following information regarding event portable restroom provider: N/A - will use restrooms available on site
- Name of Service Provider: 
- Contact Person: 
- Mailing Address: 
- Cell Phone: 
- Email: 

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 following information:

- **Hours of operation of event (include dates & times):** Fri. Sept. 31, 2018 - 5pm - 9pm
- **Alcohol service times:** 5pm - 8:30pm (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:** Consumption of alcohol will only be allowed within fenced perimeter. We will have designated monitors at all entrances/ exits.
- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs under age patrons):** Attendees upon plan to consume alcohol will be ID’d when entering event and provided with a wristband.

- **Describe how TIPS trained servers will monitor alcohol consumption and intoxication:** They will take note of people who have been served multiple drinks, look for signs of intoxication and refuse further alcohol service to those who are intoxicated. (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)

- **Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated:** Refuse further alcohol service, offer to call cab or give them a ride.

- **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, soda, tea, sparkling water.

- **Will food be available at all times? If so, what?** Yes, items from Slow Grocer’s BBQ menu - BBQ, vegetarian, tacos, fresh fries.

- **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?** See question 6.
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 Commissary 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: [illegible]

- 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: [illegible]

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: [initial]
- Host and general liquor liability insurance required in the same amounts listed above: [initial]
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 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

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

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: [Signature]

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: [Signature]

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: [Signature]

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 there under, 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]

Event Organizer Name (Please print): Alicia Zeringer - Wilderness Workshop

Signature: [Signature] Date: 8/2/18

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

PARKS & RECREATION DIRECTOR:

No fire pit if Fire Restrictions are still in place. Must provide own trash service and leave the park clean and the trash empty. Tents must use weights or sand anchors. No stakes. Fire party/party, depending upon participation, number expected.

Approval: __________ Approval Pending: __________ (see above) Denial: ____________

Signature: ___________________________ Date: 8/16/2018

PUBLIC WORKS DIRECTOR:

___________________________________________

Approval: __________ Approval Pending: __________ (see above) Denial: ____________

Signature: ___________________________ Date: 8-9-18

CHIEF OF POLICE:

___________________________________________

Approval: __________ Approval Pending: __________ (see above) Denial: ____________

Signature: ___________________________ Date: ____________

TOWN CLERK: (Liquor Licensing Approval)

BOT Hearing 8/28/18

___________________________________________

Approval: __________ Approval Pending: __________ (see above) Denial: ____________

Signature: ___________________________ Date: ____________

TOWN MANAGER:

___________________________________________

Approval: __________ Approval Pending: __________ (see above) Denial: ____________

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

Garfield Clean Energy 1st Quarter 2018 Report
April, 25th 2018 • Prepared by CLEER: Clean Energy Economy for the Region
(970) 704-9200 • www.GarfieldCleanEnergy.org

<table>
<thead>
<tr>
<th>Residential Loan Fund</th>
<th>Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative total loans</td>
<td>48</td>
</tr>
<tr>
<td>New loans</td>
<td>-</td>
</tr>
<tr>
<td>Loaned to date</td>
<td>$462,121</td>
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<tr>
<td>Principal repaid to date</td>
<td>$302,411</td>
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<td>Loan balance to date</td>
<td>$159,710</td>
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<tr>
<td>Available loan pool</td>
<td>$139,335</td>
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<tr>
<td>Portfolio yield</td>
<td>2.239%</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Residential activity summary</th>
<th>Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential upgrades completed</td>
<td>17</td>
</tr>
<tr>
<td>Total project costs</td>
<td>$53,355</td>
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<tr>
<td>Estimated annual energy savings</td>
<td>$3,645</td>
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<tr>
<td>Coaching clients</td>
<td>25</td>
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<tr>
<td>E-mails/calls</td>
<td>84</td>
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<tr>
<td>CARE Total projects costs</td>
<td>$32,600</td>
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</tbody>
</table>

2017 CARE Program
(for income-qualified families)

<table>
<thead>
<tr>
<th></th>
<th>Home visits</th>
<th>Upgrades complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parachute / Battlement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rifle</td>
<td></td>
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</tr>
<tr>
<td>Silt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Castle</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Carbondale</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Countywide total</td>
<td>2</td>
<td>7</td>
</tr>
</tbody>
</table>

CARE upgrades: High efficiency furnaces, boilers, windows, insulation, air sealing, LEDs, programmable thermostats, hot water heater blankets, Energy Star fridges.

<table>
<thead>
<tr>
<th>Commercial activity summary</th>
<th>Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial upgrades completed</td>
<td>8</td>
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<tr>
<td>Total project costs</td>
<td>$63,367</td>
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<td>Estimated annual energy savings</td>
<td>$32,388</td>
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<tr>
<td>Coaching clients</td>
<td>15</td>
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<tr>
<td>E-mails/calls</td>
<td>62</td>
</tr>
<tr>
<td>Energy Coach building walk-throughs</td>
<td>4</td>
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</table>
**Commercial walk-throughs**

<table>
<thead>
<tr>
<th>Q1 walk-throughs: 4</th>
<th>Community</th>
<th>Date</th>
<th>Project status</th>
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</thead>
<tbody>
<tr>
<td>The Monkey House Climbing Gym</td>
<td>Carbondale</td>
<td>1/11/18</td>
<td>Moving forward</td>
</tr>
<tr>
<td>Sunnyside Retirement center</td>
<td>Glenwood Springs</td>
<td>1/16/18</td>
<td>Moving forward</td>
</tr>
<tr>
<td>Glenwood Springs Mall</td>
<td>Glenwood Springs</td>
<td>3/13/18</td>
<td>Moving forward</td>
</tr>
<tr>
<td>Cardiff Mesa Housing</td>
<td>Glenwood Springs</td>
<td>3/20/18</td>
<td>Moving forward</td>
</tr>
</tbody>
</table>

**Projects and Energy Management with GCE Partners - Highlights**

<table>
<thead>
<tr>
<th>Countywide projects</th>
<th>• Evaluated community solar proposals and contracts for partners.</th>
</tr>
</thead>
</table>
| Garfield County     | • Worked with Frank Coberly on a variety of projects including GWS Admin, HHS, evaluating solar options at Fairgrounds/HHS/Admin complex.  
                     | • Completed walk-throughs at GWS Admin and Riverbridge building. |
| Town of Parachute   | • Meeting with Town staff on facilities planning, on-site walk-throughs and data review and provided recommendations for energy efficiency upgrades.  
                     | • Requested data from Xcel Energy and got data on Navigator caught up. |
| City of Rifle       | • Nothing in this quarter |
| Town of Silt        | • Worked with staff to obtain upgrades details and summary for Senior Housing rebate from Energy Outreach Colorado.  
                     | • Multiple calls with Town attorney and staff to clarify community solar garden contract. |
| Town of New Castle  | • Reviewed data at buildings to monitor usage. |
| City of Glenwood Springs | • Follow up with staff on City Hall window project and lighting upgrades at the pool. |
| Town of Carbondale  | • Worked to calculate and secure new rebate for Rec Center lighting upgrade  
                     | • Worked with Town Staff on develop strategies at each facility to reach net-zero  
                     | • Worked with staff to resolve meter outage at WWTP |
| RFTA                | • Met with staff to discuss pending projects and discuss battery bus charging infrastructure and solar options. |
| CMC                 | • Worked with CMC staff to get caught up on bill data and troubleshoot monitoring.  
                     | • Attended and presented at facility manager meeting on energy use at buildings and questions on potential upgrades.  
                     | • Provided review and written feedback on Sustainability Plan and efforts to reach Net Zero across campuses. |

**Garfield Clean Energy events and trainings 2018**

<table>
<thead>
<tr>
<th>Event name</th>
<th>Date</th>
<th>Location</th>
<th>Participants</th>
<th>Media hits</th>
</tr>
</thead>
<tbody>
<tr>
<td>RENU (loan program) Training for Contractors</td>
<td>2/5/18</td>
<td>Glenwood Springs and Rifle</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Radon Mitigation Workshop</td>
<td>2/27/18</td>
<td>Rifle</td>
<td>14</td>
<td></td>
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<tr>
<td>Radon Mitigation Workshop</td>
<td>3/1/18</td>
<td>Carbondale</td>
<td>27</td>
<td></td>
</tr>
</tbody>
</table>
Media Stories

2/7/2018 – Glenwood Post Independent
Garfield Clean Energy wins statewide clean energy award

2/24/2018 – Glenwood Post Independent
Garfield Clean Energy building off strong 2017

2/24/2018 – Glenwood Post Independent
New Rifle Admin Bldg shows thousands in green savings
http://origin.miss.pagesuite.com/pdfdownload/9cbe9926-aa46-446d-9530-0a87297ae130.pdf

2/25/2018 – Glenwood Post Independent
Community Briefs: FREE WORKSHOPS EXPLAIN RISKS OF RADON, HOW TO MAKE HOMES SAFE
Garfield Clean Energy 2nd Quarter 2018 Report
July 9 2018 • Prepared by CLEER: Clean Energy Economy for the Region
(970) 704-9200 • www.GarfieldCleanEnergy.org

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

CARE upgrades: High efficiency furnaces, boilers, windows, insulation, air sealing, LEDs, programmable thermostats, hot water heater blankets, Energy Star fridges.

**Residential Loan Fund**

<table>
<thead>
<tr>
<th>Residential Loan Fund</th>
<th>Q1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative total loans</td>
<td>48</td>
</tr>
<tr>
<td>New loans</td>
<td>-</td>
</tr>
<tr>
<td>Loaned to date</td>
<td>$462,121</td>
</tr>
<tr>
<td>Principal repaid to date</td>
<td>$302,411</td>
</tr>
<tr>
<td>Loan balance to date</td>
<td>$159,710</td>
</tr>
<tr>
<td>Available loan pool</td>
<td>$139,335</td>
</tr>
<tr>
<td>Portfolio yield</td>
<td>2.239%</td>
</tr>
</tbody>
</table>

**Residential activity summary**

<table>
<thead>
<tr>
<th>Residential activity summary</th>
<th>Q1</th>
<th>Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential upgrades completed</td>
<td>26</td>
<td>31</td>
</tr>
<tr>
<td>Total project costs</td>
<td>$213,818</td>
<td>$325,664</td>
</tr>
<tr>
<td>Estimated annual energy savings</td>
<td>$11,108</td>
<td>$18,051</td>
</tr>
<tr>
<td>Coaching clients</td>
<td>35</td>
<td>40</td>
</tr>
<tr>
<td>E-mails/calls</td>
<td>105</td>
<td>147</td>
</tr>
<tr>
<td>CARE Total projects costs</td>
<td>$7,558</td>
<td>$14,642</td>
</tr>
</tbody>
</table>

**2018 CARE Program**
(for income-qualified families)

<table>
<thead>
<tr>
<th>2018 CARE Program (for income-qualified families)</th>
<th>Home visits</th>
<th>Upgrades complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parachute / Battlement</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Rifle</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Silt</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>New Castle</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Carbondale</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Countywide total</td>
<td>7</td>
<td>6</td>
</tr>
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</table>

**Commercial activity summary**

<table>
<thead>
<tr>
<th>Commercial activity summary</th>
<th>Q1</th>
<th>Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial upgrades completed</td>
<td>11</td>
<td>5</td>
</tr>
<tr>
<td>Total project costs</td>
<td>$77,673</td>
<td>$18,104</td>
</tr>
<tr>
<td>Estimated annual energy savings</td>
<td>$39,902</td>
<td>$39,541</td>
</tr>
<tr>
<td>Coaching clients</td>
<td>18</td>
<td>8</td>
</tr>
<tr>
<td>E-mails/calls</td>
<td>74</td>
<td>41</td>
</tr>
<tr>
<td>Energy Coach building walk-throughs</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Commercial walk-throughs</td>
<td>Community</td>
<td>Date</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>G1 walk-throughs: 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Monkey House Climbing Gym</td>
<td>Carbondale</td>
<td>1/11/18</td>
</tr>
<tr>
<td>Sunnyside Retirement center</td>
<td>Glenwood Springs</td>
<td>1/15/18</td>
</tr>
<tr>
<td>Glenwood Springs Mall</td>
<td>Glenwood Springs</td>
<td>3/13/18</td>
</tr>
<tr>
<td>Cardiff Mesa Housing</td>
<td>Glenwood Springs</td>
<td>3/20/18</td>
</tr>
<tr>
<td>G2 walk-throughs: 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Campagna Group</td>
<td>Glenwood Springs</td>
<td>4/24/18</td>
</tr>
<tr>
<td>Iron Mountain Hot Springs</td>
<td>Glenwood Springs</td>
<td>5/8/18</td>
</tr>
<tr>
<td>Hotel Colorado</td>
<td>Glenwood Springs</td>
<td>6/12/18</td>
</tr>
<tr>
<td>Youthzone – new building</td>
<td>Glenwood Springs</td>
<td>6/12/18</td>
</tr>
</tbody>
</table>

**Projects and Energy Management with GCE Partners - Highlights**

**Countywide projects**
- Evaluated community solar proposals and contracts for partners.
- Met with Colorado Energy Office to discuss state funding and state policy priorities.

**Garfield County**
- Followed up on a variety of projects including jail and Fairgrounds lighting projects, review of next steps for GWS Admin buildings

**Town of Parachute**
- Review of data

**City of Rifle**
- Follow-up with staff on data for solar contract review.

**Town of Silt**
- Follow-up on Senior Housing projects

**Town of New Castle**
- Reviewed data at buildings to monitor usage.

**City of Glenwood Springs**
- Follow up with staff on City Hall window project and lighting upgrades at the pool.

**Town of Carbondale**
- Configured new monitor at Third Street Center
- Worked with Rec Center staff on new hot water heater
- Worked with staff to resolve meter outage at WWTP

**RFTA**
- Follow-up on solar options.

**CMC**
- Provided Navigator trainings for staff in Rifle, Central Services and Spring Valley. Reviewed Navigator data. Provided alert to staff that interval data was down.
- Provided review and written feedback on design for new buildings at Spring Valley campus.

**Projects and Energy Management with GCE Partners - Highlights**

**Garfield County**
- Worked with Frank Coberly on a variety of projects including GWS Admin, HHS, evaluating solar options at Fairgrounds/HHS/Admin complex.
- Completed walk-throughs at GWS Admin and Riverbridge building.
### Garfield Clean Energy events and trainings 2018

<table>
<thead>
<tr>
<th>Event name</th>
<th>Date</th>
<th>Location</th>
<th>Participants</th>
<th>Media hits</th>
</tr>
</thead>
<tbody>
<tr>
<td>RENU (loan program) Training for Contractors</td>
<td>2/5/18</td>
<td>Glenwood Springs and Rifle</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Radon Mitigation Workshop</td>
<td>2/27/18</td>
<td>Rifle</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Radon Mitigation Workshop</td>
<td>3/1/18</td>
<td>Carbondale</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>GlenX Career Expo (booth)</td>
<td>3/6/18</td>
<td>Carbondale</td>
<td>1000 students</td>
<td></td>
</tr>
<tr>
<td>5Point Film Festival (booth)</td>
<td>4/22/18</td>
<td>Carbondale</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Waste Diversion Workshop</td>
<td>4/24/18</td>
<td>Carbondale</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Buildings for a Sustainable Future</td>
<td>5/18/18</td>
<td>Carbondale</td>
<td>170</td>
<td></td>
</tr>
<tr>
<td>Carbondale Farmer's Market (booth)</td>
<td>6/11/18</td>
<td>Carbondale</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>Rifle Farmer's Market (booth)</td>
<td>6/22/18</td>
<td>Rifle</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>Rifle City Market (booth)</td>
<td>6/23/18</td>
<td>Rifle</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Silt Meet and Eat (presentation)</td>
<td>6/27/18</td>
<td>Silt</td>
<td>35</td>
<td></td>
</tr>
</tbody>
</table>

### Media Stories Year To Date

2/7/2018 – Glenwood Post Independent
Garfield Clean Energy wins statewide clean energy award

2/24/2018 – Glenwood Post Independent
Garfield Clean Energy building off strong 2017

2/24/2018 – Glenwood Post Independent
New Rifle Admin Bldg shows thousands in green savings

2/25/2018 – Glenwood Post Independent
Community Briefs: FREE WORKSHOPS EXPLAIN RISKS OF RADON, HOW TO MAKE HOMES SAFE

4/5/2018 – Rifle Citizen Telegram
Seniors benefit from home energy improvements

5/19/2018 – Post Independent
Architect presents 30-year strategy for U.S. buildings to reach ‘zero net carbon’
Electric Vehicle Sales Event

Aug. 1 to Oct. 31, 2018

Dealer discounts plus state and federal tax credits make NOW the right time to buy an electric vehicle. Plug-in hybrids (PHEV) and all-electric battery (BEV) models on offer. REV up your ride!

- Zero tailpipe emissions in electric mode
- Cut your car’s carbon footprint by 36%
- Use Colorado-produced electricity to fuel your EV
- Save money on fuel! Drive for $1.10 /e-gallon

Visit 2018 Electric Vehicle Sales EVent Participating Dealers

Chrysler Pacifica
Berthod Motors
400 27th Street
Glenwood Springs
(888) 572-7314

Audi A3 Sportback e-tron
Audi Glenwood Springs
100 Riverine Road
Glenwood Springs
(970) 945-5200

Toyota Prius Prime
Bighorn Toyota
130 Center Drive
Glenwood Springs
(970) 945-6544

Chevrolet Volt & Bolt
Mountain Chevrolet
51359 Highway 6
Glenwood Springs
(970) 928-9777

Nissan Leaf S, SV and SL
Red Rock Nissan
2582 Highway 6 & 50
Grand Junction
(888) 687-8190

Honda Clarity
Phil Long Honda
51429 Highway 6
Glenwood Springs
(866) 984-9680

Discount details and tax credit info at GarfieldCleanEnergy.org or CLEER: (970) 704-9200
Board of Trustees Agenda Memorandum

Item No: 8 K

Meeting Date: August 28, 2018

TITLE: Waste Hauling Discussion

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: LBA Associates Recap
Survey Results and Comments
E-Board Minutes
E-Board Letter

BACKGROUND
At the May 8, 2018, meeting, Laurie Batchelder Adams from LBA Associates worked with the Board to develop options for meeting the goals identified by the Board related to changes to current waste hauling in town. Following that meeting, Laurie and staff began soliciting feedback on the options from the public, the waste haulers and the E-Board. This included individual meetings with each hauler, meeting with the E-Board, attending public events (an open house at Town Hall, Farmer’s Market and First Friday), ads and articles in the newspaper, discussions on KDNK, information and survey on the Town’s website and the use of social media.

DISCUSSION
Information related to the public outreach has been attached to this memo. The goal of this meeting is for the Board to provide direction to staff related to the options that have been discussed including:

- Having recycling included in the base cost of trash service
- Requiring organics collection to be offered at an additional cost
- Volume Based Pricing
- Limiting days of collection
- Options to decrease wildlife interaction
- Public Contracting

While implementing the Board’s direction on most of these items will be fairly straightforward, staff does have concerns with the implementation of two items that have been discussed at previous meetings:
**Districting:** This is one item that has been discussed as a way to implement public contracting, but also limit impacts to the individual haulers that could otherwise be felt in a single-hauler system. On the surface, this may seem easy, however the following impacts should be carefully vetted prior to moving in that direction:

- If the goal is to provide all current haulers with a “piece of the pie”, this will likely result in different costs for residents in different parts of town. It would be highly unlikely that the low bid on the contract for each district would be the exact same price.
- Staff time to administer contracts and deal with issues for multiple districts will be much higher than one for the entire town.

**Opt-Out Provisions:** This item has been discussed as a way to accommodate those who either self-haul or have other means to dispose of their trash (i.e. dumpsters at their place of employment or those who have garbage service at businesses they own.) Again, on the surface this seems simple, however if the opt-out option is too broadly available the following impacts should be carefully vetted prior to moving in that direction:

- Is trash service a municipal service (similar to water or sewer service) that every resident should be required to have? If so, the opt-out provision should be very narrow.
- If reporting to the town is required as part of an opt-out provision, and if we choose to enforce non-compliance this could increase staff time.
- Having an opt-out option makes bidding difficult for the haulers as they would have no idea how many customers will be opting out which may lead to higher than necessary bids to deal with this uncertainty.

**FISCAL ANALYSIS**
N/A

**RECOMMENDED ACTION**
Provide direction to staff so that ordinance revisions/draft contract(s) can be prepared for review by the Board at a future meeting.

Prepared by: Kevin Schorzman

________________________
Town Manager
Town of Carbondale
Solid Waste Collection Services - Next Steps
August 2018

To address Trustees’ goals and implementation strategies for future solid waste collection, staff developed several options for public review. The options include a public contract system to serve residents up to 7 units with volume-based pricing for universal trash and recycling. They also address improvements to managing wildlife attractants and optional organics service.

Goal #1 - Decrease Waste to Landfills
- Valley landfills have limited capacity
- Customer costs may increase 2-3 times when landfills close*
- Diversion may be as low as 20% even though up to 70% of residents do some recycling*
- Contaminants in recyclables must be landfilled

Goal #2 - Decrease Large Vehicle Traffic
- Are currently up to 10 solid waste trucks on residential streets & alleys every week
- Reducing the number of haulers will reduce number of trucks in most neighborhoods
- Requiring all collection on same day will further concentrate traffic (from 2 days to 1)

Goal #3 - Decrease Wildlife Attraction
- Wildlife getting into trash cans has increased in recent years
- Existing Town code allows residents to use regular trash cans (only on collection day), approved enclosures and certified carts (provided by customers or haulers)
- Public education & increased enforcement is needed

Implementation - Minimize Customer Costs
- Under current open-market system with flat pricing some residents underpay/some overpay (a function of trash quantity) - volume-based pricing can reduce inequity & increase recycling incentives but adds complexity
- Some haulers don’t charge true cost of recycling now (actual costs are 2-3 times that of landfilling due to processing needs & contamination) - costs may increase in new system
- Haulers may increase fees if new requirements are added (reporting, multiple containers, new pricing structure, etc.)
- However, reduced hauler costs from increased collection efficiency (as seen with contract systems) will offset some fee increases

Implementation - Minimize Environmental Impact of Hauling Solid Waste
- More fuel consumed & emissions generated managing recyclables than trash - Valley landfills are only 15-20 miles from Carbondale while recycling processors are 150+ miles
- However, glass can be hauled >1,300 miles (and aluminum >121,000 miles) before hauling impacts outweigh the environmental benefits of manufacturing with recycled versus virgin materials

Implementation - Minimize Town Costs (if Town undertakes these tasks)
- Public contract administration will require more staff time (especially with multiple districts)
- Utility billing will require more staff time (especially with multiple districts)
- Public education will require more resources

*Definitive data is not available without additional programming, regulation or research
• Some residents don’t subscribe to trash collection now* (13% of residents who took the public survey do not subscribe – this number may be higher in 1- to 7-unit population)
• ~40% of residents are 2-7 units with third-party stakeholders (e.g., owners/property managers)
• ~40% of Carbondale homes are renter-occupied (also involves third-party stakeholders)
• Roughly 30% of residents don’t currently recycle*

To fully vet the proposed options, staff posted multi-media messages, conducted a live/on-line survey, met with the public at multiple events/meetings, reviewed components with each hauler and discussed with the Town Environmental Board.

Public Survey Results (127 responses)

• 96% feel diversion is important - 73% are willing to pay more to meet Trustees’ goals (36% willing to pay up to 10% more; 35% willing to pay up to 25% more)
• 90% want recycling as a core service - 74% want organics service made available
• 63% feel trash truck traffic is an issue
• 85% support volume-based pricing
• 66% support a public contract system (with multiple haulers/contract, 1 or more contract districts)
• 98% want improved wildlife/trash management - but preference for specific options was mixed (32% support increased enforcement, 28% support mandatory wildlife containers)

Hauler Input (5 companies)

• Support mandatory recycling but note that recycling costs continue to rise
• Only 2 haulers collect organics currently - an organics requirement will require private partnerships (or sub-contracts)
• Most haulers provide some level of volume-based pricing now (although not to levels described below) - some concerns about trash overflows & illegal dumping
• Traffic reductions may be less than estimated
• Public contract options may reduce costs for residents but could result in compensating increases for commercial customers
• Smaller companies offer specialized services needed by some residents, but fear impacts to company viability with single-contract system
• Requirement for hauler-provided wildlife trash containers would be challenging
• Public education around the cost of recycling, contamination & wildlife issues is critical

Environmental Board

• Supports new programming for 1-7 residential units including neighborhood groups, improved trash/wildlife management (especially limiting collection to one day/week), strong public education, improved Town enforcement, better data collection & exceptions for self-haulers
• Due to potential increased in pricing, the EB does not support mandatory recycling, optional organics collection, volume-based pricing or public contracting
## DECISIONS NEEDED

1. **Should curbside recycling collection service be mandatory for all residents up to 7 units?**
   - If no, should recycling be mandatory for smaller residences (e.g., single-family homes, duplexes, etc.)?
   - Should variances and/or exemptions be available for self-haulers & others?

2. **Should curbside organics collection service be made available to all residents up to 7 units?**
   - Only a small percentage of residents currently subscribe to organics collection
   - Organics collection has different implications in open-market hauling versus public contract systems

3. **Should residential volume-based pricing be implemented?**
   - If yes, what trash volume options should be provided?
     - Options may be based on container size, number of containers or collection frequency
     - 64- & 96-gallon containers are most common used currently - some containers are provided by residents & some by haulers
     - Trash is typically collected weekly - recyclables weekly or every other week
     - Most volume-based programs have pricing tied to 32-gal base unit size
   - If yes, what multiplier for pricing should be required for different container sizes?
     - 100% multiplier (greatest recycling incentive but may be hard to reflect true cost of collection)
     - 80% multiplier (reasonable recycling incentive & closer reflection of true cost)
     - Hybrid option = partial flat fee & partial variable fee (lowest recycling incentive, most complicated option)
   - If yes, should it apply to only residents with individual containers? (i.e., not to multi-family units with shared containers - these units could have none or other pricing requirements)
   - Should variances and/or exemptions be available for self-haulers & others?

4. **Should the Town limit all collection to the same day of the week?**

5. **Should the Town purse a public hauling contract system?**
   - If yes, can there be 2 or more haulers/contract?
   - If yes, how many districts should there be?
   - If no, should existing ordinance be revised or other option pursued?

6. **Should wildlife control measures be changed?**
   - If so, should existing code be modified? How?
Q1 Is diverting more trash from the landfills important to you?

Answered: 104  Skipped: 1

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>95.19%</td>
</tr>
<tr>
<td>No</td>
<td>4.81%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Q2 Do you support decreasing the amount of waste sent to landfills even if it means an increase in the cost of trash service?

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>70.19%</td>
</tr>
<tr>
<td>No</td>
<td>29.81%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Q3 Should recycling be included in the base price for trash service?

Answered: 104  Skipped: 1

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>89.42%</td>
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<tr>
<td>No</td>
<td>10.58%</td>
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<td>TOTAL</td>
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</tbody>
</table>
Q4 Should organics collection (composting) be a service required to be offered at an additional price?

Answered: 105  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>71.43%</td>
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<tr>
<td>No</td>
<td>28.57%</td>
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<tr>
<td>TOTAL</td>
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</tr>
</tbody>
</table>
Q5 Is reducing the impacts of garbage truck traffic on our roads important to you?

Answered: 105  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>65.71%</td>
</tr>
<tr>
<td>No</td>
<td>34.29%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Q6 Do you support single hauler (public contracting) for trash collection services? The Town would contract with one hauler to provide residential trash/recycling and optional organics, to all single family homes and multi-family (up to 7 units) within the Town limits.

Answered: 103   Skipped: 2

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>68.93%</td>
</tr>
<tr>
<td>No</td>
<td>31.07%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Q7 Do you support a Districted system for trash collection services? The Town would be split into multiple Districts and the Town would contract with one hauler, or one group of haulers, to provide residential trash/recycling and optional organics, to all single-family homes and multifamily (up to 7 units) per District.

Answered: 102  Skipped: 3

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>65.69%</td>
</tr>
<tr>
<td>No</td>
<td>34.31%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
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</table>
Q8 Do you support volumetric pricing (the more trash you generate, the more you pay) for trash service?

Answered: 105  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>81.90%</td>
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<td>No</td>
<td>18.10%</td>
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<td>TOTAL</td>
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</table>
Q9 To reduce wildlife interactions with trash removal, which options do you support?

Answered: 102  Skipped: 3

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase enforcement of existing regulations</td>
<td>32.35%</td>
</tr>
<tr>
<td>Increase in fines</td>
<td>3.92%</td>
</tr>
<tr>
<td>Make wildlife resistant containers mandatory</td>
<td>28.43%</td>
</tr>
<tr>
<td>Automatically provide a container when a violation occurs</td>
<td>9.80%</td>
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<tr>
<td>Limit all residential trash collection to a specific day</td>
<td>10.78%</td>
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<td>Other (please specify)</td>
<td>14.71%</td>
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<td>TOTAL</td>
<td>102</td>
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Q10 Do you currently have trash service at your residence?

Answered: 105  Skipped: 0

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<th>RESPONSES</th>
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Q11 How much additional cost (if any) would you be willing to pay to achieve the goals that are important to you?

Answered: 105  Skipped: 0

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<td>Over 75%</td>
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<td>TOTAL</td>
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Q12 Additional comments:

Answered: 44    Skipped: 61
**WASTE HAULER SURVEY RESULTS**
**THRU AUGUST 13, 2018**

**ADDITIONAL COMMENT SECTION:**

We are seniors 2 in house and we generate very little trash. We support a collection system for yard clean up and tree trimming that can be composted and not go into landfill. We appreciate the town exploring a one company service to reduce traffic. Currently there are 4 companies that travel the alley behind our house. We appreciate and pay extra for compost service that comes once a week on street in front of house. Suggest a recycling of trash containers that may be retired when one collector takes over or better still no new containers just use what we have.

8/9/2018 7:33 AM Add Tags – View respondent's answers

The entire approach here is skewed towards nanny state government knows best how to solve problems with trash and wildlife. I think you need to focus more on free market solutions.

8/8/2018 3:28 PM Add Tags – View respondent's answers

Thanks for doing a great job. There is a balance here between driving some of the smaller garbage services out of business and consolidating things for a lower price we need to keep focused on the long term goals that make common sense.

8/8/2018 10:41 AM Add Tags – View respondent's answers

None

8/7/2018 5:43 PM Add Tags – View respondent's answers

Mountain Waste is a horrible company that has been attempting to take over this valley for a while now. Please don't let them push out the smaller, locally owned competitors in this area. It would be a shame for this terrible place to run the market on waste collection. Mark my words. People would seriously regret it if they had a contract with this town.

8/7/2018 3:04 PM Add Tags – View respondent’s answers

Please allow an opt out option for those of us that haul our own trash. My household produces so little I only need to go to landfill 2-3 times a year with a small pickup load of trash. I would be happy to submit my landfill receipts as proof that I self haul.

8/7/2018 2:43 PM Add Tags – View respondent's answers

Garbage collection is already expensive in Carbondale. Please keep costs in mind when making changes.

8/7/2018 10:00 AM Add Tags – View respondent’s answers

I really favor the cost savings and discipline of a Town-managed program. I don't think costs will be as low with a couple of profit-motivated competitors in multiple zones.

8/6/2018 5:09 PM Add Tags – View respondent's answers

I fully support a single hauler. The town is too small to have multiple trash services running trucks throughout town. I feel more economies of scale can be met if there is only one hauler servicing trash and recycling, and would reduce truck traffic and noise.

8/6/2018 12:36 PM Add Tags – View respondent's answers
I live within Cdale city limits, but we are without trash service?? Landlord claims the provider will not drive “around the bend in the road,” which is maybe 50 feet.

I would like to see that composting be more than optional. There are no places for landfills in our valley. If we run out of room, then our landfills become transfer stations, and cost of trash removal will go way up. Have you considered joining forces with all the towns in the RF valley and getting a Plasma Converter? https://www.youtube.com/watch?v=pTLyK0B1tjY my biggest concern is that our trash will end up in someone else's backyard.

Residents should be able to choose the Service provider they wish to use. The pricing will not be as competitive if we are forced to use one Company.

Recycling & compost pickup is primarily the only services needed at our house. We use evergreen zero waste & will soon start composting yard waste on site. If Carbondale is serious about waste reduction, a big educational PSA would be advisable.

The survey would be improved if an "unsure" button/ option was included.

I want Waste Management to be our provider. I have found Mountain Waste to be dishonest, bait and switch with pricing, additional fees not included in original bid, raising prices immediately after quoting a better price if the whole neighborhood switched.

Survey seems slanted, and created to encourage a specific answer. Use a survey specialist to make the survey more objective.

I have very little trash (less than 25 gallons per week) but prices keep increasing. Fail to see how being stuck with one hauler will improve cost. Hauler will not provide bear cans. And what about cans for recycling? And green waste like tree branches or weeds/leaves? Once a year doesn’t help- a drop off site year round would be great.

You didn’t write a frame of reference for this survey. What are the issues you want to solve? Landfill filling up? Too many trucks on the road? Increase composting? All of these? Increase recycling: start with haulers offering a variety of sizes of recycling bins. I could recycle more but run out of space. Pay for the trash you generate will probably work. Haulers should offer different size containers and charge accordingly. In my experience as a government purchasing officer, haulers will promise the moon and stars until the contract is signed. Then they want to increase surcharges; change the schedule for pick up; etc. Do you really want to listen to complaints about haulers not showing up, leaving trash strewn all over the place, knocking over a mail box or backing into a parked
car? Because if the City contracts for the service, citizens will come to YOU when there are issues. Strict service requirements and a detailed complaint process, response time, etc really must be included in the contract.
7/27/2018 2:21 PM Add Tags – View respondent's answers

BIGGER recycling bins, please! On average, we have more recyclable materials than trash and the current recycling bins just aren’t big enough...
7/26/2018 7:44 PM Add Tags – View respondent's answers

Better education needed on what can be recycled/what needs to be sorted, cleaned, etc.
7/26/2018 2:46 PM Add Tags – View respondent's answers

Make recycling easier and all single stream! Adding compost collection to trash would be great, I don't really understand why that is an extra price but I know another company does it so that is good, but they probably turn a product out of the compost so figuring out how the town can supplement or subsidize that service would be great. Volumetric pricing for trash is great and would incentivize people to recycle more. Recycling should be encouraged to be the most collected. I see lots of people around town whose trash is bulging with recyclables and who don't have a recycling bin. Not recycling should incur a fine and an educational class. Thanks for listening!
7/25/2018 11:46 PM Add Tags – View respondent's answers

Our household of 5 already produces very minimal trash. I like using local trash companies and do not support single hauler.
7/25/2018 10:21 PM Add Tags – View respondent's answers

A garbage truck goes by my house 19 times on tues. One hauler people!!!!!! Ridiculius! 8th and euclid
7/25/2018 10:18 PM Add Tags – View respondent's answers

Composting needs to be mandatory and is the single most effective solution in minimizing waste.
7/25/2018 7:59 PM Add Tags – View respondent's answers

There are way too many trash trucks on the streets of Carbondale. Streamlining the options, to only the best one or two, and negotiating a good deal for all would be fabulous.
7/25/2018 11:10 AM Add Tags – View respondent's answers

One hauler is important. Too many trash trucks around town. Require commercial pickups during slow times
7/24/2018 3:45 PM Add Tags – View respondent's answers

I would rather have the town spend it's energy on providing a recycling center that took more than just cardboard, something like what Glenwood Springs had. I like volumetric pricing. What bothers me most about trash service in CDale is the cost, any effort to reduce the cost is time well spent.
7/24/2018 2:59 PM Add Tags – View respondent's answers

None
7/24/2018 7:26 AM Add Tags – View respondent's answers

Single or district hauling is attractive if necessary to increase recycling, but only if competitive pricing and quality service can be maintained. A monopoly hauler is undesirable, so maybe a district approach is better. Or strong rules and enforcement, with mandated pick up days for districts
7/23/2018 2:18 PM Add Tags – View respondent's answers
Thank you for taking environmental leadership on this long standing conversation in Carbondale.

7/23/2018 10:39 AM Add Tags – View respondent’s answers

N/A

7/23/2018 10:07 AM Add Tags – View respondent’s answers

I am part of an HOA who contracts with a trash-hauler to collect everyone's trash for a set fee. When we made this change, everyone appreciated the reduced traffic on garbage day.

7/23/2018 10:02 AM Add Tags – View respondent’s answers

I am a senior citizen on a small fixed income which is why I cannot afford to pay much for the services I would like to have.

7/23/2018 9:31 AM Add Tags – View respondent’s answers

Town of Cdale would benefit by providing a drop location for yard waste

7/22/2018 9:01 PM Add Tags – View respondent’s answers

We already pay an unacceptable amount for the small amount of trash we have. We like Evergreen Events for composting, used them for over 4 years without price increase.

7/22/2018 4:45 PM Add Tags – View respondent’s answers

I would hope to experience more transparency from a trash collection agency than I do now as part of the selection process. I also hope that a single provider system would be encouraged to provide education on proper waste handling, waste diversion, landfill alternatives, recycle sorting measures, and promote composting. This is a wonderful idea that can been seen as an opportunity to further our efforts as a community for a more responsible future.

7/22/2018 4:33 PM Add Tags – View respondent’s answers

While it’s noble to address trash from our end, manufacturers should be paying the cost instead of consumers. We’re demanding g it and they’re not paying attention: reduce packaging. Ban single-use. Ban non compostable packing. Ban products unable to prove merit and benefit. Ban products that aren’t compostable/recyclable. Manufacturers should subsidize ALL recycling and trash costs. Polluting the planet is not a right of business. I appreciate the efforts of the Town but we need to go bigger and be louder.

7/22/2018 9:40 AM Add Tags – View respondent’s answers

This initiative has been a long time coming and the trash companies will continue to advocate against single hauler to prevent improvements which benefit the entire community and protect their profit margins

7/21/2018 10:54 AM Add Tags – View respondent’s answers

#4-Poorly phrased ?: at 1st reading it sounds like you are requiring the citizen, not the hauler, to pay for add’l organic pickup. #9 Seriously, I can show anyone how to bear-proof their green plastic container with a drill, ⅜” bit, and a small wrench or socket. #9 Poor ? when you ask me which optionS (plural) I support, and only let me choose ONE. ;) Hank vB

7/21/2018 7:30 AM Add Tags – View respondent’s answers

I pay $30 a month and put out my trash once a month, maybe every 3 weeks. I take all my recyclables to the Garfield cty recycling center. It infuriates me to spend so much when I don’t need as much service.
We should live in a free enough country that we let the free market decide if people want certain options or a certain service. I don't want to be forced into a government mandated monopoly!

The premise of this survey is about waste. Why? This should be a resource management solution. REDUCE (waste), Reuse, Recycle. There should also be specific information provided to help understand how district or single service could SAVE money, not cost more - not ask what we want then determine how much to charge. Composting organics should not be an add cost, nor recycling as they divert from landfill and sold as commodity (especially compost). Larger trash container, more you pay since that's the part that doesn't go away. THERE MUST BE RECYCLING AND COMPOSTING EDUCATION TO PUBLIC OR PHYSICALLY ATTACHED TO EACH RECEPTACLE. Having an indoor regional sort center near railway could help improve the solid waste, especially with heavy composting participation and source reduction of solid waste. I like talking trash!

Do NOT take the freedom of choice away from the residents of Carbondale! I can not afford any other trash service other then the one I am already paying for. If the choice is taken away - so will my ability to live here.
MINUTES
ENVIRONMENTAL BOARD
July 23, 2018

CALL TO ORDER
Colin Quinn called the meeting to order at 6:00 pm on July 23, 2018 in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
Kate Bolton, Vice Chairperson
Patrick Hunter, Member
Becky Moller, Member
Sandy Marlin, Member
Garrett Fitzgerald, Member
Joseph Demoor, Member
Scott Mills, Member

Town Staff Present: Angie Sprang, Board Administrator
Mark O’Meara, Town Liaison
John Plano, Building Inspector
Heather Henry, Trustee Liaison

Observers & Guests: Alice Laird, Executive Director of CLEER

PERSONS PRESENT NOT ON THE AGENDA
There was no one present not on the agenda who wished to address the board.

CONSENT AGENDA
Motion Passed: Becky Moller moved to approve E-board meeting minutes from June 2018 with noted edits. Sandy Marlin seconded the motion, and it was unanimously approved.

BUILDING CODES & PROPOSED TRAINING FOR PERMIT APPLICATIONS ON ENERGY ISSUES
John Plano, Town Building Inspector, presented information on and provided a brief overview of current green building codes. John explained that the 2015 code adoptions are in process. Discussion ensued regarding building codes and proposed training for permit applications on energy issues. Points made were:

• Practical solutions that makes sense is the desired result of this conversation
• There is momentum to move to the IGCC 2015 – Eboard would like to be involved in green code adoptions
• Training for contractors is supported
Zero Energy code is about replacing energy code, not the green code or other code
Going from the 2009 to the 2015 code will be a movement in the right directions
Basalt and Fort Collins are moving toward the proposed Zero Energy code
Communities in Colorado are not required by the state to have any particular building codes, so they must adopt their own
Scott’s provides the training for the Zero Energy code and it’s paid for by the Town of Basalt
Zero Energy training could be an alternative choice for contractors to take which would allow them an alternative to current energy codes in place – contractors would then be certified in the way contractors are certified for LEED and Best Test Certifications

Board members expressed support for 2015 code adoptions. The question of where the Zero Energy code and other alternative options fit into the 2015 code adoptions is yet to be determined. The climate action subcommittee will work on ideas for training of contractors, preferably online training options.

WASTE HAULER ORDINANCE
Colin opened discussion regarding waste hauler ordinance options. The board asked Allyssa her opinion about the Town having a single hauler.

Allyssa Rydell addressed the Board regarding the waste hauler ordinance. She reported that benefits would be the reduction of traffic on some streets and expressed concern for the removal of a competitive market. She feels that a single hauler contract would limit the opportunity for smaller haulers to grow. Doug agreed.

Discussion ensued & points made were:
- Concern for the pricing to raise in a few years due to the
- History proves that pricing tends to stay low and go down, sometimes pricing can increase (e.g. if the price in fuel raises)
- Costs could go down for a time and then can potentially raise when other haulers are no longer offering services in the area
- Pay/Save as you throw may be more ideal than single hauler

The board voted on the following items regarding the waste ordinance and was unanimously in support of (other than abstains noted):
- Supported with strong educational outreach, appropriate enforcement and quantifiable tracking of progress in all residential and commercial neighborhoods
- Applicability to residential customers in single-family dwellings & multi-family dwelling units to 7 units – also applicable to HOAs & organized neighborhoods
• Enforced actions to decrease wildlife attraction, and Limit truck traffic on streets to ONE day of the week, so it’s clear when trash is being picked up
• SAYT (Pay/Save as You Throw) volume-based customer pricing (3 abstain)
  o Concerns – socioeconomic difficulties for lower class w/costs going down for residents who live in RVR and are retired VS. the family or multiple families living together that are unable to reduce their trash
• Use of a single public contract per area of Town – No Support
• Mandatory recycling & voluntary composting service – No Support
• Exemptions for self-haulers & hardship conditions as appropriate - Moot

ADJOURNMENT
The July 23, 2018, regular meeting adjourned at 8:00 p.m. The next regular meeting is scheduled on August 27, 2018 at 6:00 pm.

Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
Hello Trustees

The Eboard has spent about 3 hours in 2 different meetings with Kevin Schorzman and Laurie Adams with LBA on the proposed Waste Ordinance. At our last Eboard meeting, we reviewed Laurie's summary slide of the issues being considered and conducted a vote on the issues. Our results are shown below:

Proposed Carbondale Collection Changes

- Use of a single public contract per area of Town - Not fully supported due to concerns about increased cost and lack of competition

- SAYT (Save as You Throw) volume-based customer pricing - The group was divided but cannot fully support due to concerns about hardships for low-income and large families

- Mandatory recycling & voluntary composting service - The group was divided but could not fully support due to concerns about trash/recycling service cost increases

- Enforced actions to decrease wildlife attraction - Fully supported and recommend that truck traffic be limited to one day of the week.

- Applicability to residential customers in single-family dwellings & multi-family dwellings up to 7 units – also applicable to HOAs & organized neighborhoods - Fully supported

- Supported with strong educational outreach, appropriate enforcement & quantifiable tracking of progress - Fully supported. The Eboard feels strongly that tracking and data gathering are critical steps.

- Exemptions for self-haulers & hardship conditions as appropriate - Not applicable for multiple haulers

The Eboard seemed to focus on one of the proposed policy goals of minimizing customer costs. The concepts of a single hauler, SAYT, and mandatory recycling all seemed certain to increase customer costs.
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday July 26, 2018

Commissioners Present:
Michael Durant, Chair
Yuani Ruiz, Chair Pro Tem
Nick Miscione, 2nd Alternate
Ken Harrington

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

Commissioners Absent:
Jay Engstrom, 1st Alternate
Jennifer Gee DiCuollo
Jeff Davlyn
Marina Skiles

Other Persons Present
Mark Chain, 811 Garfield Avenue
Angela Loughry, 515 Crystal Circle

The meeting was called to order at 7:00 p.m. by Michael Durant.

July 12, 2018 Minutes:
Ken made a motion to approve the July 12, 2018 minutes with the change of those attended to include Mark Chain. Yuani seconded the motion and they were approved unanimously.

Public Comment – Persons Present Not on the Agenda
Mark Chain outlined his memo of UDC thoughts and issues.

Motion – Special Use Permit – Sopris Labs LLC
Yuani made a motion to approve the Special Use Permit for Sopris Labs LLC. Ken seconded the motion and it was approved unanimously.

PUBLIC HEARING – Childcare Zone Text Amendment
Janet explained the proposed changes to the code in the Land Use Table, 4.2-1 of the Unified Development Code (UDC) that are in the packet. She said that this had been discussed with the P&Z and the Board and that the zone text would add daycare with seven or more children as a special review in the CRW and the Industrial Zone Districts. She continued by explaining the use specific standard, which creates standards for Child care facilities. Janet stated that the first one is specific to the Industrial Zone District for buffering of the play area through the use of fencing and landscape screen be required. She said that the childcare would be required to notify clients in writing of the nature of the Industrial Zone District. Janet stated that the drop off would have to be
located on site. She added that the Commission might want to think about the drop off requirement for all zone districts.

Janet stated that the other change was regarding parking and that Staff looked at what other communities did. She said that the requirement would be one parking space per employee and one per classroom.

Janet said that one of the challenges in the Industrial Zone District was the distancing from marijuana facilities. She stated that she knew that the Commission wanted to preserve the Industrial Zone District for industrial uses. She explained that the distancing requirements are in the licensing section of the Municipal Code, which reads that for all marijuana facilities require a five hundred foot distance.

Janet stated that what she is recommending in her Staff report is that the Commission make a recommendation to the Board that the licensing section of the code be amended to remove this distance between daycare and medical facilities, only in the Industrial Zone District. She said that it would go hand in hand to the recommendation of the UDC.

Ken commented that making the requirement for a drop off for childcare on site in all zone districts would make the one on Main Street non-conforming. He added that he didn’t think it might be needed in other districts where there wasn’t as much traffic as in the Industrial Zone District.

Yuani said that he agreed with Ken and he made a reference to Sopris Montessori, which has their drop off partially on the public ROW. He said that this could be an issue for them as well.

Michael stated that he too was concerned.

Angela Loughry, 515 Crystal Circle stated that she is here to encourage the P&Z to adopt these amendments to the UDC. She said that the point of what has been written will be helpful to encouraging childcare facilities and helping them find a place to be. She stated that she appreciated the drop off issue because we do have some existing non-conforming in residential areas. She said that she could speak to one daycare in the Industrial Zone District and that they have no issue with noticing to their clients regarding the uses around the current location.

Angela stated that the new parking standards is a wash with the existing standard and that when you do the math that it ends up being about the same amount of parking give or take. She said that she strongly supports increasing the zone districts where daycare is allowed.

**Motion to close the Public Comments**

A motion was made by Yuani to close the Public comments. Ken seconded the motion and it was approved unanimously.
Ken questioned what the purpose of one per classroom in addition to one per employee would be.

Janet explained that Staff collected this information from other communities. She said that she thought that is was taking into account the possibility of parents or visitors.

Yuani stated that his opinion has not changed much and that this is probably not the proper use for industrial zoning. He said that we are being asked to make recommendations to the Town Trustees and that because there are only four members, the vote could be two and two and we could be deadlocked. He said that we could bump this up as it sits right here or recommend that no changes be made but that if they want to make changes that we have a number of recommendations that they should consider. He said that this is the question that should be discussed.

Ken said that he agreed that childcare should not be in Industrial Zones. He stated that the safety concerns could be managed with the Special Use Permit. He said that there is a limited amount of industrial land and that the more you allow non-industrial uses that industrial uses will get crowded out. He said that industrial uses provide jobs and economic benefits to the community. He said that there are other non-industrial uses that have been allowed in the industrial areas so one could argue how would child care hamper other uses in the Industrial Zone Districts.

Nick commented that the other uses like restaurant or bars are not in the same category as child care.

Ken stated that a viable alternative would be an overlay zone district, which would make conditions to prevent having a child care on every property. He said that it would be more complex and that it could have rules to say that it has to be on the outside edge, would be allowed.

Michael said that he agrees with Yuani and that he would like to get Staff's suggestion for other alternatives. He said that he remains confident that this Commission, or the greater Commission, is still opposed to child care in the Industrial Zone District and that it just doesn't make sense. He said that this all started out with a single Trustee trying to accommodate a single advocate for a single piece of land. He said that we went to the Trustees to make our case. Michael said he told the Mayor that if you want this to happen then you can make it happen because you are the deciding Board but that the P&Z does not support this. Michael stated that the Mayor thanked him for the advice and that this is Staff's attempt at resolving what this Commission still believes is a really dumb idea for a single parcel. He said that this is the first step in our UDC becoming the spaghetti code that the UDC replaced.

Michael said that the question is do we recommend this to the Trustees wholeheartedly or do we come up with some other alternative that says that we still think that this is a dumb idea but that this is Staff's best attempt at providing you with what you asked for.
Yuani stated that he wants the record to reflect that some of the P&Z members that are not here have supported the idea and that it is not some unanimous thing, he said that there is support for the idea. He said that there is a general thought from the Commission that the Industrial Zone District may not be the best place for child care facilities. He said that we are dealing with the land use and that, from our lens, we have some concerns regarding our purview of what we deal with.

Michael concurred with Yuani.

Nick read the following:

Section 2.4.1.C.3.b. states amendments to the UDC may be approved if the Town finds that all of the following approval criteria have been met:

1. The proposed amendment will promote the public health, safety, and general welfare;

Nick stated that the zone text amendment has to meet all of the criteria. It does not meet this one.

2. The proposed amendment is consistent with the Comprehensive Plan and the stated purposes of this Unified Development Code; and

Nick stated that the zone text amendment is not consistent with the Comprehensive Plan.

3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

Nick stated that number three might qualify because it is necessary because of changing conditions or social or economic conditions.

Ken stated that we have three choices: recommend not approving it, send it on without a recommendation, or approve it. He said that he was leaning towards sending it on without a recommendation with an outline of concerns.

Yuani stated that if we are asked to give a recommendation then don’t we need to do so either way.

Janet read the following from the code;

“Following a public hearing the Planning Commission shall listen to all of the evidence and shall vote to recommend approval, approval with modifications or denial of the text amendment or continue the public hearing.”

Janet said then Staff forwards the Commission's recommendations to the Board and then the Board considers the recommendations of the P&Z.
Janet said that technically you may recommend denial of the idea of child care in the Industrial Zone District and continued by saying, however if the Board's inclined to approve it, then these amendments are what the Board should consider looking at.

Further discussion ensued about the process.

Nick stated that he wants to recommend denial, because there are too many conditions that this amendment would have a deleterious effect on the community at large. He said he also doesn't see how it positively impacts the Comprehensive Plan. He said that changing conditions is the only thing he could consider but that he doesn't see conditions changing to that level and if they were changing to that level that he doesn't know if the Comp Plan would support those changing conditions.

Ken said it sounds like there isn't anyone here recommending approval.

Michael agreed.

Yuani said that he would like to discuss denial findings, and that Nick has a good finding. He said we need the wording for the UDC amendment recommendations that are in the packet and how we send those up.

Ken asked what the Board would receive in the packet if the Commission recommends denial.

Janet stated that whatever the P&Z directs me to include in the packet. She said that she would suggest the minutes, what you recommend a denial of, so that they would see the redlines and the Staff report. She said that she would try to keep the whole packet intact.

Ken stated therefore you have outlined the changes that should be made.

Janet said yes.

Yuani said that he thinks we all agree on the amendments that we need to make.

Nick suggested that for the first point that the wording could be that the following criteria have not been met. He read criteria 1 and 2 again.

Yuani said that he agrees regarding those two criteria.

Further discussion ensued on the wording of the motion.

Michael said that he was looking at Mixed Use (MU). He said that one of the things that the Mayor asked us to do is to look at districts where we would want child care. He said that, according to the use table, in the MU Zone District, both fewer than seven children
and more than seven children are special uses. He said that he isn’t sure how this fits into this public hearing.

Janet said that you can look at it as it was noticed very broadly.

Ken said one of the things we haven’t talked about is in Commercial/Retail/Warehouse (CRW) zone district, which he wouldn’t have a problem with.

Michael stated that there could be a recommendation to the Board that we loosen things up in CRW and MU as a conditional use.

Ken stated that if it were seven or more children that it is special use across the board. He said that he would be ok with seven or less children being a conditional use across the board.

Michael said that in CRW it is not allowed for fewer than seven children and it is a special use for seven or more children. He said that he would be in favor of converting it to a conditional use for fewer than seven children in all commercial and MU districts across the board.

Janet brought up the Public Facility Zoning.

Ken said that the smaller one is not permitted in PF but a larger one is.

Yuani asked if we are in agreement that in PF that it should be allowed for more than seven children but not less than seven.

Michael said yes that in Public Facilities fewer than seven children is not permitted and that seven or more requires a special use.

Janet explained that the parking recommendation would be one space per employee and one per classroom.

Michael said that we have four components:

- Recommend approval of adding child care in all commercial districts including Public Facility for fewer than seven children as a conditional use and greater than seven as a special use.
- Recommend denial of adding child care in the Industrial Zone District based on two of the three findings that have not been met.
- Recommend approval to the changes to the parking regulations as defined in the Staff report.
- Should the Board elect to add child care in the Industrial Zone District, that consideration should be given to Staff’s recommendation of adding use-specific standards.
7/26/18

**Motion**

Yuani made the motion to recommend the four components outlined. Nick seconded the motion and it was passed unanimously.

Yes: Michael, Yuani, Ken, Nick
No: none

**P&Z Interviews**

Michael explained that we have two long-standing Commissioners that are leaving us. He said that it has always been the practice that the alternates move up to full voting members. He said that Jay and Nick have served us well as alternates.

**Motion**

Ken made a motion to recommend Jay and Nick as regular voting members of the Planning Commission. Yuani seconded the motion, the motion passed unanimously with Nick abstaining.

The Commission then interviewed Robert Comey, Jade Wimberley and Tristan Francis.

The Commission postponed making a recommendation tonight. They wanted to invite Nicholas DiFrunk, who had a family emergency and could not make it tonight, to interview at the August 16, 2018 meeting.

**Staff Update**

Janet said that she had included the Quarterly Administrative Report for the Planning Department in the packet.

Janet stated that the contract with Clarion has been signed for the modeling and that she will be meeting with them next week to decide properties which will be modeled.

Janet noted that the teacher housing open house is on August 1 @ 4:00. She said that she went in the units and they are incredible.

**Commissioner Comments**

No comments.

**Motion**

A motion was made by Ken to adjourn. Nick seconded the motion and the meeting was adjourned at 9:07 p.m.