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<td>g. Recommendation for Planning &amp; Zoning Commission Reappointment</td>
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<td>h. Ordinance No. 13, Series of 2019 – Establishing Maximum Length of Imprisonment for Violations of Muni Code</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 09.10.2019

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 09.10.2019

DISCUSSION: The accounts payable include $15,587.00 for the final payment to McMahan & Associates for the 2019 audit. The annual payment to Carbondale Arts for the Creative District Support of $2,500.00. Payment for ski passes ($1,479.00) that will be reimbursed by the employee.

The payroll for 8.23.19 was $171,983.84. Tax liability for the town was $10,142.32. Pension and Retirement liability was $10,482.06.

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

Renae
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**Page 2**  
**Aug 23, 2019 10:21AM**

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MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
August 20, 2019

Mayor Dan Richardson called the Work Session to order on August 20, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson
Trustees
Lani Kitching
Erica Sparhawk
Ben Bohmfalk
Luis Yllanes

Arrived After Roll Call
Heather Henry

Absent
Marty Silverstein

Staff Present:

Town Manager
Jay Harrington
Town Clerk
Cathy Derby

CARBONDALE CHAMBER OF COMMERCE UPDATE

Andrea Stewart, Executive Director of the Carbondale Chamber of Commerce, gave an update on 2019 year-to-date highlights and the following points were made:

- First Friday – the have partnered with sponsor 1st Bank, they have rebranded, and they have a new logo, have expanded advertising and she noted it’s helpful having the street closed
- Membership - the Chamber has 450 members and 56 members have joined in the past year
- Retention Rate – They have an above average retention rate of 89-91%
- eCommunications - all communications sent from the Chamber are electronic; They have over 1,000 email addresses in their data base
- Tiered Membership – They have a three tiered system and the amount of marketing a member receives determines their tier
- Partnerships – The Chamber has partnered with the Third Street Center, CoVenture, Carbondale Arts, and Andrea is on the Colorado Chamber Executive Board
Trustee Henry arrived at the meeting.

- **Programming & Education** – the Chamber hosts monthly Business After Hours, Power Hour (quarterly luncheon); and the annual Business Conference (9/18)
- **Ride the Rockies** – the Chamber served as the lead host of Ride the Rockies and the event left an economic footprint in the community
- **Tourism Council** – the Council is 100% funded by the 2% lodging tax
- **Colorado Creative Corridor** – the Tourism Council partnered with Carbondale Arts on the Creative Corridor – it’s a tourism vehicle to drive the economy; they have applied for a $25,000 matching grant; they are working with the Creative District to install additional signage leading to the Third Street Center
- The Chamber has a presence in ten state tourist centers
- The Chamber distributes lots of relocation packets
- They are working on a tourism farm map
- The Chamber is looking for a senior (citizen) to serve on their Board
- **Chamber Healthcare Task-Force** – the Chamber is a member of a Healthcare Task Force; they have created a healthcare in the workplace survey

Discussion ensued.

Mayor Richardson asked Andrea if Special Events are a good way to boost the Town’s economy. She responded that it depends upon the promotor. The Chamber doesn’t host special events, they focus on marketing.

Trustee Sparhawk asked Andrea to explain the Healthcare Task Force. Andrea explained that the Chambers in the valley are united and are trying to find affordable health care for members of the valley’s work force.

Mayor Richardson asked Andrea if she thinks that CoVenture is a good thing. She replied yes, it seems to be working well. The Chamber recently held their Board meeting there. She said she would like to see more people in the building but a lot of similar spaces are popping up in the valley. She hopes that they can all work together.

Trustee Kitching stated that the Town is receiving fewer applications for the Revolving Loan Fun and she wonders if CoVenture is having an impact. Andrea stated that most people looking for the Revolving Loan Fund are in business and are looking to expand whereas CoVenture coaches entrepreneurs trying to start businesses.

Mayor Richardson asked Andrea if the Chamber is prepared for an economic downturn. She said they are always ready for a downturn. She will be attending a State Tourism Workshop and one the presentations is how to prepare for an economic downturn. They want to be able to provide education to businesses on what to do during an economic slow down.
Trustee Bohmfalk asked how much money does the Town give to the Chamber. Jay stated that the Town gives them $20,000 from the Economic Development Fund and they usually ask for a Community request in the $10,000 range.

**SOLAR REQUIREMENTS ON NEW RESIDENTIAL HOMES**

Jeff Dickinson of Biospaces, Katharine Rushton of Garfield Clean Energy, and Phi Filerman of CORE, were present at the meeting.

Jeff stated the Town has adopted multiple efficient building and energy codes as steps towards meeting the Town’s climate action goal of being carbon neutral by 2050. As a further step towards meeting the Town’s climate action goals, CORE, Biospaces, and the Environmental Board Subcommittee on Codes recommend the Town revise Section 9 of the Residential Efficient Building Program (REBP). Currently new homes that are 5,000 square feet and greater are required to install on-site solar. CORE, Biospaces, and the Environmental Board are proposing the Town eliminate the house size limit and require all new residential construction and additions greater than 2,000 square feet to comply with the on-site solar requirements.

Discussion ensued.

It was noted that not all homes will have the option to install solar. When they can’t install solar they can pay a fee in lieu but the goal is to encourage on-site solar.

Trustee Henry asked why is on-site being encouraged and you are penalized for off-site when both on-site and off-site accomplish the same thing. Katharine explained that there are not a lot of options for residential off-site solar. On-site solar is connected to a meter and it shows you the energy being created. On-site solar is also an economic stimulus supporting local businesses. Additionally, on-site solar is a part of the greening of the grid.

The Mayor asked if any outreach has been done. Jeff responded that building official John Plano has sent emails to contractors, architects, etc. notifying them of the proposed change.

Mark Mitchell, a local architect, stated that sometimes solar is not the best option. He likes the flexibility to find the best energy saving products. It’s not good when money is taken away from a better option.

Andy Korber, a local architect, stated that a lot of residential construction doesn’t come to fruition in Carbondale due to construction costs. She noted that high efficiency homes get the solar requirement reduced.

Katharine stated seven years is the break even point and then eventually a profit is realized.
The Board was concerned with the added cost to the homeowner. Scott Mills, Eboard member, stated that the cost of the solar would be included in the overall cost of the home and with a 30 year mortgage the homeowner would pay $25-$30 per month.

The Board agreed not to take any action on this proposal until a sufficient amount of outreach is done.

**DRONE DISCUSSION**

Jay explained that at a previous meeting Trustee Kitching stated that she had received two complaints about drones flying over private residences. The Board agreed to discuss drones at a future work session.

The Town's current drone regulations restrict drones from flying over town parks without the Director of Park's permission. After a short discussion the Board agreed that they do not want to outlaw drones at this time. Jay suggested that drones should be prohibited at Special Events; the majority of the Board concurred.

**ADJOURNMENT**

The August 20, 2019, work session adjourned at 8:35 p.m. The next regularly scheduled meeting will be held on August 27, 2019, at 6:00 p.m.

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**APPROVED AND ACCEPTED**

[Signature]

Dan Richardson, Mayor

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**ATTEST:**

[Signature]

Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 27, 2019

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on August 27, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Erica Sparhawk
Lani Kitching
Ben Bohmfalk
Marty Silverstein
Luis Yllanes

Absent
Heather Henry

Staff Present:

Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Finance Director
Renae Gustine
Town Attorney
Tarn Udall

CONSENT AGENDA

- Accounts Payable totaling: $291,171.71
- BOT 8/13/2019 Regular Meeting Minutes
- Resolution No. 8, Series of 2019 – Supporting FMLD Grant for Radio Upgrade
- Liquor License Renewal – Phat Thai
- Resolution No. 9, Series of 2019 – Supporting FMLD Mini Grant – Shade Structure at Pickleball Courts
- Resolution No. 10, Series of 2019 – Amending Appendix A of the Municipal Code
- Retail Marijuana Store Renewal Application – High Q

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

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

Kay Clark and Laurie Loeb of Carbondale addressed the Board. They are concerned with neighborhood noise and noise emanating from special events. They asked to be on a future agenda in order to review the criteria for noise levels. Laurie stated that the noise we are adhering to may not be the best thing. Trustee Yllanes stated that he is not willing to discuss noise levels at special events but he would be willing to discuss neighborhood noise. Mayor Richardson stated that he would like to have a discussion with Laurie, Kay and Jay. The Board did not schedule a time to discuss noise levels.

Joanne Teeple of Carbondale thanked Jay for removing the headless horseman. She told the Board that there appears to be a lack of regard for pedestrian safety and it was especially bad during Mountain Fair. Joanne would like the Trustees to address this issue. Jay noted that the police have been focusing on school safety. He agreed that it is time for crosswalk enforcement.

TRUSTEE COMMENTS

Mayor Richardson thanked all of the pickleball advocates for their work in getting the courts constructed. He noted that they had a groundbreaking ceremony a few weeks ago.

Mayor Richardson thanked KDNK, the Chamber, and town staff for their help with the Hoot and Cowboy Up! special events.

Mayor Richardson stated that he will be attending a listening session with Rep. Tipton on Thursday in Rifle. The topic is land management.

Trustee Silverstein reminded everyone to visit the Town’s website to vote for the Carbondale Public Arts Commission Best in Show sculpture.

Trustee Silverstein stated that he attended the CARE benefit. They raised more money than their target.

Trustee Yllanes voiced his dismay for the appointment of William Perry Pendley as the Director of the Bureau of Land Management. He believes it’s an assault on Colorado and the west.

Trustee Kitching told the Board that she attended the AARP Conference on August 21st.

ATTORNEY’S COMMENTS

The Attorney did not have any comments.
PUBLIC HEARING – VILLAGE LANE NORTH TOWNHOMES
Applicant: CBS Village Lane, LLC
Location: Lot A, A Re-Subdivision of Lots 2 & 4, Crystal Village Filing #3

John Leybourne stated that this is an application to re-subdivide Lot A, Crystal Village PUD into seven townhome units located in two buildings. Two of the units are deed restricted; one is an AMI Category 2 and the other is RO (owner occupied).

Planner Mark Chain, representing the applicant, told the Board that the developer agrees with the conditions and findings.

Mayor Richardson opened the public hearing. There was no one present who wished to address the Board so Mayor Richardson closed the public hearing.

Trustee Kitching made a motion to approve the Village Lane North Townhomes Re-subdivision/Final Plat with the suggested findings and conditions listed below:

Findings:

The property is capable of accommodating structures devoted to the intended use of the land; is free from natural hazards such as flooding, falling rock, landslides and snowslides; is served by a street system providing safe and convenient access, and is provided with accessible utility installations; with all of the foregoing intended to promote the health, safety and welfare of the citizens of the town.

Conditions:

1. The condominium plat shall be in a form acceptable to and approved by town staff prior to recording. The plat shall be recorded with the Garfield County Clerk and Recorder within ninety (90) days of the date of approval.

2. The Applicant shall pay all Fire District and School impact fees prior to issuance of a Certificate of Occupancy.

3. All representations of the Applicant and Applicant’s representatives at the public hearing shall be considered conditions of approval.

4. The Applicant shall be responsible for all recording costs and shall pay all fees associated with this application to the Town, including any professional fees, as set forth in Section 1.30.030 of the Municipal Code.

Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Sparhawk, Yllanes, Richardson, Kitching, Silverstein, Bohmfalk
CORE UPDATE

Phi Filerman and Marty Treadway, representing CORE, were present at the meeting.

Phi presented the 2019 Carbondale Update. Key points include:

CORE has supported the Town of Carbondale’s progress towards its Climate Action Plan goals through:

Inspiration – they consider themselves as an innovative leader having broken ground with the nation’s first carbon mitigation fee, Colorado’s first energy project and one of the earliest solar rebate programs in the U.S. Inspiring project in Carbondale include: ACES near net zero farm house, partnered with ACES and GreenLine Architects, 3 job site trainings, several net zero homes.

Outreach and Engagement – they hosted Roaring Stories and Imagine Climate. They also sponsored Five Point Film Festival, Dandelion Day, KDNK’s HOOT and CLEER’s Electric Vehicle Sales Event.

Addressing Cost Barriers – CORE’s rebates, grants, and assistance to obtain additional funding has helped Carbondale address the cost barriers to installing higher efficiency technologies and taking on innovative projects. In Carbondale CORE has awarded $65,221 in rebates and $101,400 in grants.

Technical Assistance and Resources – CORE has provided technical assistance and resources to support Carbondale’s goals through: home assessments, technical assistance and staff and contracted expertise to support Carbondale’s code efforts.

Collaboration and Community Support – CORE has partnered and collaborated with other Carbondale organizations including: an employee serves on the Carbondale Environmental Board, CLEER, Alya Howe and Writ Large, ACES, Solar Rollers and KDNK.

Discussion ensued.

Mayor Richardson stated that CORE continues to do great work, he appreciates their efforts and level of expertise. CORE just celebrated their 25th anniversary. They have revolutionized clean energy in the valley. They are the perfect entity to start a new energy revolution.

Marty noted that they are completing a year-long strategic planning process. He noted that it's important for municipalities to take the lead for accomplishing net zero. They can enforce mandates, enact net zero legislation, require new homes to install solar, etc. He encouraged the Town to get to net zero via energy codes as soon as possible.
Trustee Meeting Minutes
August 27, 2019

Trustee Bohmfalk asked CORE if they could give the town a road map as to how to get to next zero.

ORDINANCE NO. 13, SERIES OF 2019 – ESTABLISHING LICENSING FOR SALE OF NICOTINE PRODUCTS AND REGULATING THE SALE OF TOBACCO PRODUCTS

Mayor Richardson asked Tarn to give a summary on what the Ordinance accomplishes. Tarn stated it creates a licensing requirement, it identifies the town clerk as the licensing authority, sets fees for licensing, prohibits flavored tobacco, gives the police discretion for compliance checks, she noted that the definitions are a broad as possible but they are still quite comprehensive.

Mayor Richardson stated that last year the Board raised the age to buy and possess tobacco to 21. It was a good first step but it wasn’t enough.

Mayor Richardson opened the meeting to public comment.

Brian Fojtik, a representative of the National Association of Tobacco Outlets, stated they have 64,000 stores throughout the country. He feels that licensing is a good step and the fees are reasonable. He believes this ordinance is driven by youth vaping. He is the father of three, and is a former smoker. The products are vastly different, are consumed in different ways, and the health impacts are also vastly different. FDA data states that 85-90% of youth who access e-cigarettes don’t get them from a retail store, they get them from social sources. Youth usage of cigarettes is declining due to e-cigarettes. As drafted the ordinance inconveniences older people who smoke pipes. Smokeless tobacco is 99% safer than smoking. Brian claims that E-cigarettes are the most popular tool used to help people quit smoking.

Laurie Knaus, stated that she has three kids, two of them are in Carbondale schools. She supports the flavor ban and licensing. Vaping has become a national issue. We have the control over what we do in our town. Kids have the opportunity to get products from family members. The health of our youth is very important.

Anna Cole, has three kids and works for the school district. The ban will send a message to the kids. Kids don’t understand the health risks of vaping. The marketing of flavors makes it compelling and hard to understand. She supports the flavor ban and licensing. She believes the ban will help the kids see the risks involved in vaping.

Lynn Bair, Principal of Roaring Fork High School, stated that she appreciates the Town raising the age to purchase and possess tobacco to 21. Kids believe that vaping is safe and educators are dealing with how to teach them that it’s not. She encouraged the Board to adopt strong measure to get e-cigarettes out of our schools and town.

Rob Stein, RE-1 Superintendent, thanked the Board for taking on this issue. Vaping is an epidemic and in Garfield County kids are vaping at a much higher rate than the State average. There is an argument that vaping helps people quit smoking but in reality it’s
addictive. He suggested that if the town passes a tax on cigarettes that the revenue should be used for programs that help people cease addiction.

Jonathan Godes, Mayor of Glenwood Springs, thanked the Board for bringing the vaping epidemic to his attention. Mayor Godes stated that the Glenwood Springs City Council recently passed legislation that raised the age to purchase cigarettes to 21, established licensing procedures, did a full flavor ban, and a cigarette tax question will be on the November ballot. He noted that the flavor ban was hard because he believes adults should be able to do what they want to do. The FDA has not allowed vaping companies to call their e-cigarettes cessation devices. Vaping is a crisis and now is the appropriate time to overreact and go further than what you are comfortable with.

Carrie Godes, employee of Garfield County Public Health, stated that as a region we are all on the same page – we want to end the vaping epidemic. We were making huge gains in tobacco cessation and then vaping came along. It’s a true epidemic. Garfield County kids are vaping at a percentage of three times higher than the national average. Most youth started using tobacco with flavors and there are 15,500 flavors. We need to stop our kids from getting addicted. There is no safe amount of nicotine. Carrie thanked the Board for their leadership. She supports banning flavors and establishing licensing requirements.

Risa Turetsky, works for Pitkin County Public Health, stated that it is great to see a regional effort. The counties are starting to fill the gaps. Eagle County is proposing to put a $4 per pack of cigarettes tax question on the November ballot. Addiction happens when people are very young. 80% of the people who use e-cigarettes started because of the flavors. She suggests the ordinance prohibit discounts, restrict coupons, and require retailer education. Jay responded that the ordinance doesn’t include prohibiting discounts because the town won’t be able to enforce it. Trustee Sparhawk suggested that education should be required if a retailer fails a compliance check.

Chad Knauts, M.D., stated that vaping is a public health nightmare, an epidemic. Every day doctors see patients suffering from nicotine addiction and the illnesses it causes. Limiting access is a huge component and it is supported by the American Society of Pediatrics.

Matthew of Carbondale, stated that he is against the flavor ban. Yes, vaping is a problem and he believes underage smoking should be stopped. E-cigarettes help people stop smoking. He believes that there is a severe lack of younger generation voices – they aren’t listened to. The flavor ban will not curb vaping as much as people think.

Mayor Richardson addressed Matthew and agreed that youth are underrepresented. He values Matthew’s courage to speak tonight.

Mayor Richardson told Brian that a colleague of Brian’s sent the Mayor a letter discouraging a menthol ban. The Mayor disagrees, it’s not a safe product. He doesn’t
trust the e-cigarette company research or their intentions, he trusts the local data. With respect to the flavor ban, it’s OK forcing older people to go to other places to get flavored tobacco. We are creating an inconvenience and that’s OK if we can curb the epidemic.

Trustee Silverstein stated that we are not naïve that this will stop people from obtaining tobacco products. It’s important to go down the path to make it more difficult and make a statement as a town that vaping is not acceptable. We can control what messages we want to send to our kids. It’s another step in the progression we started last year.

Trustee Sparhawk thanked everyone for coming. She noted that Laurie Knaus brought the vaping problem to her attention. Trustee Sparhawk is thrilled that Glenwood Springs took such quick action because until recently they were silent on this issue. The ban sends a strong message to both parents and our youth. State and National polices usually start at the local level. She is excited that we are moving forward.

Trustee Kitching stated that vaping is a genuine public health concern that impacts families. She supports the ordinance.

Trustee Bohmfalk stated that he agrees with banning flavors. He said the next step we should address is kids aren’t buying it, they are getting it from somewhere else and it shouldn’t be ignored.

Mayor Richardson stated that the FDA shirked their responsibility. If they had evaluated and tested these products before allowing them to go to market we wouldn’t have this problem. Vaping is not safe, it hasn’t been tested and it’s unethical to continue to allow our youth to be contaminated by these products.

Trustee Sparhawk made a motion to pass Ordinance 12, Series of 2019 amending Chapter 6 of the Municipal Code of the Town of Carbondale to establish licensing requirements for the retail sale of tobacco products and further regulating the sale of tobacco products, amending Chapter 6, Article 7, regarding suspension, revocation, or nonrenewal of certain license, and amending Chapter 10, Article 6 regarding the minimum age for the purchase, possession, and consumption of tobacco products and the minimum age for the purchase, possession, and consumption of electronic smoking devices and related substances. Trustee Yllanes seconded the motion and it passed with:

6 yes votes: Silverstein, Richardson, Bohmfalk, Kitching, Yllanes, Sparhawk
TOWN MANAGER'S ANNUAL EVALUATION

The town manager received a favorable evaluation.

ADJOURNMENT

The August 27, 2019, regular meeting adjourned at 9:00 p.m. The next scheduled meeting will be held on September 10, 2019 at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________
Dan Richardson, Mayor

ATTEST:

__________________________
Cathy Derby, Town Clerk
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Silo Culinary Productions locates at 1909 Delores Way.

Date: September 4, 2019

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

Lacy Hughes/Applicant

I have found no liquor violation records that would cause me to recommend denial of this liquor license renewal for this establishment.

I recommend approval for the liquor license renewal.
Submit to Local Licensing Authority

SILO
1909 DOLORES WAY
Carbondale CO 81623

Retail Liquor or Fermented Malt Beverage License Renewal Application

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>SILO CULINARY PRODUCTIONS LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor License</td>
<td>SILO CULINARY PRODUCTIONS LLC</td>
</tr>
<tr>
<td>License Type</td>
<td>Hotel &amp; Restaurant (city)</td>
</tr>
<tr>
<td>Sales Tax License</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>11/19/2019</td>
</tr>
<tr>
<td>Due Date</td>
<td>10/05/2019</td>
</tr>
<tr>
<td>Business Address</td>
<td>1909 DOLORES WAY Carbondale CO 81623</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1909 DOLORES WAY Carbondale CO 81623</td>
</tr>
<tr>
<td>Operating Manager</td>
<td>Lacy Hughes</td>
</tr>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Home Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

1. Do you have legal possession of the premises at the street address above? [ ] Yes [ ] No
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? [ ] Yes [ ] No
3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. [ ] Yes [ ] No
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 convicted of a crime? If yes, attach a detailed explanation. [ ] Yes [ ] No
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. [ ] Yes [ ] No
6. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. [ ] Yes [ ] No

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.

Type or Print Name of Applicant/Authorized Agent of Business: Lacy Hughes
Signature: 
Date: 10/27/19

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For
Signature: 
Date: 10/27/19

Attest: [ ]
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 9/10/2019

TITLE: The Laughing Dog Group, LLC – Retail Marijuana Infused Products License Renewal Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Renewal Application

BACKGROUND: The Laughing Dog Group’s Retail and Medical Marijuana Infused Products Licenses expires on October 27, 2019. Renewal applications are required to be submitted to the town clerk 60 days prior to the expiration. Staff received their renewal application on August 27, 2019 and deemed the applications complete on the same day.

FINANCIAL: All fees have been paid.

RECOMMENDATION: Staff recommends that the Board move to approve The Laughing Dog Group’s Retail Marijuana Infused Products Renewal Application.

Prepared By: Cathy Derby

______________________________
Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
Retail Marijuana Facility Renewal Application

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

TOTAL DUE: $2,500.00

Applicant is renewing: □ Store □ Lab
□ Cultivation □ Other (Please Specify)

Manufactured Infused Products (MIP)

Licensee Name: [Inc. Corporation Name]
THE KANGONG DOG GROUP, LLC
Trade Name (DBA): DNA ELEMENTS ACME
Sales Tax No: 3108 2171-0000
Business Phone: 970 974-1577

Street Address: 500 Buggy Circle Wt 3/8 4/3/4
Mailing Address: 1780 Beers ST Carbondale CO 81623
Email: steve.garcia@yahoo.com

Operating Manager: STEVE GARCIA
Home Address: 1780 BEERS ST
Phone: 970 974-1577

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 □
2. Is the establishment within 500 ft. of a school? Yes □ No □
3. Since the date of filing of the last annual application, has there been any change in the financial
   interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes,
   explain in detail and provide documentation. No □
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners
   managers been convicted of a felony? Yes □ No □
5. Since the date of filing of the last annual application, has the applicant hired any new
   employees? Yes □ No □ If yes, have they been fingerprinted? Yes □ No □
   Had a background check performed? Yes □ No □

OATH OF APPLICANT

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

[Signature] Date: 8/7/19 Title: Owner

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

THIS APPLICATION HAS BEEN: □ Approved □ Denied

[Signature] Date: Title: 

Attest: Title: Date: 8/7/19
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Retail Marijuana
Conditional License

THE LAUGHING DOG GROUP, LLC
PURA ELEMENTS
500 Buggy Circle, Units LL 3 & 4, UL 2 & 3, Carbondale, CO 81623
Retail Marijuana Products Mfg - 404R-00207
License Issue Date: 02/08/2019
License Valid Through: 02/08/2020

This license is conditioned upon Local Authority approval, pursuant to section 44-12-303(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 12, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license shall be addressed to: Colorado Marijuana Enforcement Division 1707 Cofe Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

James Burack, Division Director

Michael Hartman, Executive Director
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 9/10/2019

TITLE: The Laughing Dog Group, LLC – Medical Marijuana Infused Products License Renewal Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Renewal Application

BACKGROUND: The Laughing Dog Group's Medical Marijuana Infused Products License expires on October 27, 2019. Renewal applications are required to be submitted to the town clerk 60 days prior to the expiration. Staff received their renewal application on August 28, 2019 and deemed the application complete on the same day.

FINANCIAL: All fees have been paid.

RECOMMENDATION: Staff recommends that the Board move to approve The Laughing Dog Group's Medical Marijuana Infused Products Renewal Application.

Prepared By: Cathy Derby

__________________________
Town Manager
## Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Medical Marijuana Facility Renewal Application

<table>
<thead>
<tr>
<th>Annual Educational Fee: $1,000.00</th>
<th>$1,000.00</th>
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<tr>
<td>Renewal Application Fee: $500</td>
<td>$500.00</td>
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<td><strong>TOTAL DUE</strong></td>
<td><strong>$1,500.00</strong></td>
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<tr>
<th>Applicant is renewing as:</th>
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<tr>
<td>□ Store</td>
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<tr>
<td>□ Cultivation</td>
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<tr>
<td>□ Lab</td>
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<td>□ Other (Please Specify)</td>
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**Manufactured Infused Products (MIP)**

<table>
<thead>
<tr>
<th>Licensee Name: (i.e. Corporation Name)</th>
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<tbody>
<tr>
<td>the Laughing Dog Group, LLC</td>
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<table>
<thead>
<tr>
<th>Trade Name (DBA)</th>
<th>Sales Tax No.</th>
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<tbody>
<tr>
<td>Fara Elements UGA</td>
<td>JMK 2121-0061</td>
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<table>
<thead>
<tr>
<th>Street Address:</th>
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<tbody>
<tr>
<td>500 buggy circle 4, 82241</td>
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<tr>
<th>Business Phone:</th>
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<tbody>
<tr>
<td>970-948-1577</td>
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<table>
<thead>
<tr>
<th>Mailing Address:</th>
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<tbody>
<tr>
<td>178 Carson ST, Carbondale</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>email Address</th>
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<tbody>
<tr>
<td><a href="mailto:steve-garcia@yahoo.com">steve-garcia@yahoo.com</a></td>
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<table>
<thead>
<tr>
<th>Operating Manager</th>
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<tbody>
<tr>
<td>Steven Garcia</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>178 Carson Ave</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
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<tbody>
<tr>
<td>970-948-1577</td>
</tr>
</tbody>
</table>

1. Do you have legal possession of the premises at the street address above?  Yes ☐ No ☐
2. Is the premises owned or rented?  Owned ☐ Rented ☐  If rented, expiration date of lease 9/29/2020
3. Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)?  If yes, explain in detail and provide documentation.  Yes ☐ No ☐
4. Since the date of the filing of the last annual application, has the applicant or any of its agents, owners, managers been convicted of a felony?  If yes, attach a detailed explanation  Yes ☐ No ☐
5. Since the date of the filing of the last annual application, has the applicant hired any new employees?  Yes ☐ No ☐  If yes, have they been fingerprinted?  Yes ☐ No ☐
   Had a background check performed?  Yes ☐ No ☐

**OATH OF APPLICANT**

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

**Applicant Signature:** [Signature]
**Date:** 2/7/19
**Title:** Owner

Was the Peer Authority conducted a site visit? Yes ☐ No ☐

**The John's house has been fingerprinted numerous times.**

**THIS APPLICATION HAS BEEN:** ☐ Approved  ☐ Denied

**Authorized Signature:** [Signature]
**Title:** [Title]
**Date:** [Date]

**Attest:** [Signature]
**Title:** [Title]
**Date:** [Date]
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Medical Marijuana
Conditional License

THE LAUGHING DOG GROUP, LLC
PURA ELEMENTS

500 Buggy Circle, Units LL 3 & 4, UL 2 & 3, Carbondale, CO 81623

Infused Product Manufacturer - 404-00523

License Issue Date: 02/22/2019

License Valid Through: 02/22/2020

This license is conditioned upon Local Authority approval, pursuant to section 44-11-304(2) C.R.S:
This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 11, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

James Burnack, Division Director

Michael Hartman, Executive Director
Board of Trustees Agenda Memorandum

Meeting Date: 9-10-2019

TITLE: Appointment for Planning and Zoning Commission

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Application for: Jeff Davlyn

BACKGROUND
The term for Jeff Davlyn expired on August 31, 2019. He has reapplied for appointment to the Planning & Zoning Commission (P&Z).

At their August 29, 2019 meeting, the Commission recommended that the Board of Trustees reappoint Jeff Davlyn.

RECOMMENDATION
Town Staff recommends that the following motion be approved: Move to reappoint Jeff Davlyn as a full voting member.

Prepared By: Mary Sikes
Building & Planning Assistant

JH
Town Manager
Town of Carbondale
Planning and Zoning Commission
Application for Appointment

Applicant Name: Jeff Daulyn
Mailing Address: 415 Boyd Dr.
Street Address: Carbondale, CO 81623
Telephone: (970) 966-3520
E-mail Address: jeff.daulyn@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 Trustee 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?

No issue

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 have studied land use, zoning & sustainability for over 10 years.

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

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

Small Town Living

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

Smart growth, more walkable/ bikable development and protection of important open spaces.

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

Growth opportunities & infill

Planning and Zoning Recommendation

Date:
Selection: YES □ NO □

Action Taken by Board of Trustees

Date:
Selection: YES □ NO □

Term Expiration:

Approval Signature: ___________________________ Date: ___________________________
ORDINANCE NO. 13
Series of 2019

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO AMENDING CHAPTER 1, ARTICLE 4; CHAPTER 2, ARTICLE 4; CHAPTER 10, ARTICLE 7; AND CHAPTER 18, ARTICLE 2 OF THE MUNICIPAL CODE OF THE TOWN OF CARBONDALE REGARDING THE MAXIMUM LENGTH OF IMPRISONMENT FOR VIOLATIONS OF MUNICIPAL ORDINANCES

WHEREAS, Governor Polis recently signed into law HB 19-1148, which, among other provisions, reduces the maximum days of imprisonment that a municipal court may impose upon violators of a municipal ordinance from one year to three hundred sixty-four days; and

WHEREAS, HB 19-1148 took effect on August 2, 2019; and

WHEREAS, HB 19-1148 applies to municipal courts of record, as defined in C.R.S. 13-10-102(3); and

WHEREAS, numerous provisions of the Town of Carbondale Municipal Code establish a maximum imprisonment term of up to one year; and

WHEREAS, it is necessary to update the Town Municipal Code to be consistent with the legislative changes.

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

1. The foregoing recitals are hereby adopted as findings and determinations of the Board of Trustees.

2. Chapter 1, Article 4; Chapter 2, Article 4; Chapter 10, Article 7; and Chapter 18, Article 2 of the Town of Carbondale Municipal Code shall be amended by deleting the language stricken and adding the language underlined to read as follows:

Sec. 1-4-20. - General penalty for violation.

(a) It is unlawful for any person to violate or fail to comply with any of the provisions of this Code. Any person who violates or fails to comply with any provision of this Code shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Code for which a different penalty is not specifically provided shall, upon conviction thereof, be punished by a fine of not more than $2,650.00, to be adjusted by inflation each year, or by imprisonment not exceeding 364 days one year, or by both such fine and imprisonment. Each day such violation continues shall be considered a separate offense.
Sec. 1-4-30. - Application of penalties to juveniles.

Every person who, at the time of commission of the offense, was at least ten but not yet 18 years of age, and who is subsequently convicted of or pleads guilty or nolo contendere to, a violation of any provision of this Code, shall be punished by a fine of not more than $2,650.00 per violation or count, to be adjusted by inflation each year, or by imprisonment not exceeding 364 days one year. Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person so pleading to all fines and/or penalties applicable to the original charge. Nothing in this Section shall be construed to prohibit incarceration in an appropriate facility, at the time of charging, of a juvenile violating any section of this Code.

Sec. 2-4-100. - Contempt power.

(a) When the Court finds any person to be in contempt, the Court may vindicate its dignity by imposing on the contemnor a fine not to exceed $2,650.00, to be adjusted by inflation each year, or by imprisonment not exceeding 364 days one year, or by both such fine and imprisonment.

... 

Sec. 10-7-130. - Abusing toxic vapors.

...

(d) Any person who knowingly violates the provisions of Subsection (b) or (c) above commits the offense of abusing toxic vapors. Upon conviction thereof, such person shall be punished by a fine of not more than $500.00 for a first offense; and upon conviction of a second or subsequent offense, by a fine of not more than $750.00 and by not more than 364 days or 12 months imprisonment.

Sec. 18-2-50. - Violation; penalty.

It is unlawful for any person to violate any provisions of this Chapter. A person who violates any code adopted in this Chapter may be fined in an amount not to exceed $2,650.00 or imprisoned for a term not to exceed 364 days one year, as more fully set forth in Section 1-4-20 of this Code.

3. This Ordinance shall be effective upon posting and publication in accordance with the Carbondale Home Rule Charter.
INTRODUCED, READ AND PASSED THIS ___ day of ________, 2019.

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

____________________________________
Dan Richardson, Mayor

ATTEST:

____________________________________
Cathy Derby, Town Clerk

POSTED: ________________
PUBLISHED: ________________
EFFECTIVE: ________________
ORDINANCE NO. 14
SERIES OF 2019

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING A FINAL PLAT
TO RE-SUBDIVIDE LOT A, CRYSTAL VILLAGE P.U.D.

WHEREAS, CBS Village Lane, LLC, a Colorado limited liability company ("Applicant") submitted an application to the Town of Carbondale ("Town") for the approval of a final subdivision plat ("Final Plat") to re-subdivide Lot A of the First Amended Plat of Lot A, a Resubdivision of Lots 2 and 4, Crystal Village P.U.D., Filing No. 3 (the "subject property") into seven townhome units; and

WHEREAS, after required public notices, the Town’s Planning and Zoning Commission reviewed these requests at a noticed public hearing on August 15, 2019 and recommended approval with conditions; and

WHEREAS, after required public notices, the Town’s Board of Trustees conducted a public hearing on these requests on August 27, 2019, during which public hearing the Board of Trustees heard and considered the statements of Town staff, the Applicant’s representatives, and members of the public, and reviewed and considered all other relevant documents and information presented at such hearing, all as required by law; and

WHEREAS, the Board of Trustees finds and determines that the final subdivision plat approval should be granted, with conditions, for the following reasons:

a. The proposed final plat conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to the approval of the preliminary plat;

b. The development will substantially comply with all requirements of this Code; and

c. The development will comply with the applicable technical standards and specifications adopted by the Town; and

WHEREAS, the Board of Trustees also finds and determines that certain conditions of approval should be imposed so that the project will be developed consistent with the purposes of Chapter 17 of the Carbondale Municipal Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that:
1. The Applicant’s request for final subdivision plat approval to re-subdivide Lot A of the Crystal Village P.U.D. into seven townhome units in two buildings is hereby approved, subject to the conditions set forth below.

2. The Final Plat shall be in a form acceptable to and approved by Town staff prior to recording. The Applicant shall execute and record the Final Plat within ninety (90) days of the effective date of this Ordinance. The following plat notes shall be included on the Final Plat:

   a. All uses must comply with the parking requirements contained in Section 5.8.3 of the Unified Development Code of the Town of Carbondale. Parking spaces are provided as per the major site plan review for the property as contained in Ordinance No. 14, Series of 2017 of the Town of Carbondale and recorded at Reception No. 904529 in the Garfield County Records.

   b. Lot 2 and Lot 6 are deed restricted pursuant to the Declaration of Deed Restriction and Agreement recorded as Reception No. 904531.

   c. The property is subject to the Declaration of Covenants, Conditions, Restrictions, and Easements of Village Lane North Townhomes recorded as Reception No. ____________.

3. Approval of the application shall also be subject to the following conditions:

   a. All conditions of Ordinance No. 14, Series of 2017, recorded in the Office of the Garfield County Clerk & Recorder on March 19, 2018 at Reception No. 904529, by which the Board of Trustees approved a major plat amendment and site plan review for Lot A, Crystal Village P.U.D., shall remain in full force and effect unless otherwise expressly approved by the Board of Trustees by subsequent ordinance.

   b. All conditions of the Community Housing Mitigation Agreement, dated July 25, 2017 and recorded in the Office of the Garfield County Clerk & Recorder as Reception No. 904531, and the Clarification of Deed Restriction, Village Lane North Townhomes, Town of Carbondale, Colorado, dated ____________ and recorded at Reception No. __________, shall remain in full force and effect.

   c. The Applicant shall be responsible for all recording costs and shall be required to pay and reimburse the Town for all professional fees, as set forth in Section 1.8.30 of the Municipal Code.
4. All other representations of the Applicant and its representatives made before the Board of Trustees during public hearings shall be considered additional conditions of approval of the Final Plat.

INTRODUCED, READ AND PASSED this ___ day of __________, 2019.

THE TOWN OF CARBONDALE

By: _________________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Consent Agenda Item Attachment J

Meeting Date: Sept. 10th, 2019

TITLE: Red Hill Trails RFP evaluation process, bid award and construction contract

SUBMITTING: Eric Brendlinger, Parks & Recreation Director

ATTACHMENTS: Construction Contract for Red Hill Trails Signage Project

PURPOSE:
A Request for Proposal for the Red Hill Trail Signage Fabrication Project and a second RFP for the Red Hill Trails Signage Post Fabrication, Installation and Sign Mounting Project were posted August 6th and sealed bids were opened on August 19th, 2019. The Town received four submittals for the sign fabrication RFP and two submittals for the post fabrication and installation RFP. Two of the bidders submitted for both RFP’s. We are seeking board approval to enter into a contract with the low bidder for the project. The low bidder is a local company and they will be able to fabricate the signs and install them this fall, provide us with a warranty for their work and be easily accessible for repair work to the signs if needed in the future.

BACKGROUND:
The trail signs were a stand-alone lump sum bid and the manufacturing of the posts and installation of the signs was a cost schedule bid process. The six proposals received for the excavation project and the bid amounts were as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Lump Sum Bid</th>
<th>Cost Schedule Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Arrow Sign &amp; Design</td>
<td>$1,344.00</td>
<td>$6,261.00</td>
</tr>
<tr>
<td>2. Roaring Fork Sign &amp; Lighting CO</td>
<td>$3,385.00</td>
<td>$9,182.00</td>
</tr>
<tr>
<td>3. Izone Imaging</td>
<td>$2,178.00</td>
<td>na</td>
</tr>
<tr>
<td>4. Yesco Custom Electric Signs</td>
<td>$5,204.37</td>
<td>na</td>
</tr>
</tbody>
</table>

RECOMMENDATION:
Staff would recommend approval of the bid awards and the contract with Arrow Sign & Design, LLC.

Prepared By: Eric Brendlinger, Parks & Recreation Director  

JH  
Town Manager-Jay Harrington
TOWN OF CARBONDALE
CONSTRUCTION CONTRACT AGREEMENT
RD HILL TRAILS SIGN PRODUCTION AND INSTALLATION PROJECT

THIS AGREEMENT ("Agreement") is made this ___ day of __________, 2019, between the "Town of Carbondale, Colorado" ("Town"), and "Arrow Sign and Design, LLC" a Colorado corporation ("Contractor").

Recitals

WHEREAS, this Agreement sets forth the terms of agreement between Town and Contractor for the sign production and installation on Town property at the Red Hill Trails, which is owned by the Town and located in Garfield County, Colorado (the "Work"); and

WHEREAS, Contractor has submitted a bid to the Town for the fabrication of the signs for in the amount of $1,344 to perform the scope of the sign production Work, which was derived using a lump sum for sign material and production. The bid also included the fabrication and installation of the sign posts, the mobilization and an installed per post price depending upon the quality and type of natural material found under the ground to anchor to; with actual compensation based on the actual amount of Option A sign post base or Option B sign post base installation methods (referred to as the Schedule of Costs; see Exhibit A); and

WHEREAS, all materials, labor, equipment and other costs necessary to complete the Work as specified, which are not specifically listed, will not be compensated directly but are included in the unit costs of the Contractor’s schedule-of-costs bid; and

WHEREAS, the Town desires to accept this Contractor’s bid for the fabrication and installation of the Red Hill Trails Project, and to authorize Contractor to proceed with the Work subject to the contractor signing this agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties further agree as follows:

1. The Contractor shall perform the work described in Exhibit A & B (Contractor’s submitted proposal for sign fabrication and stated proposal for sign and post installation) and work according to the project schedule of costs and the language in the Town’s Request for Proposals (RFP) and follow the Town’s requests and requirements described in Exhibit C (Town’s Notice of Request for Proposal) for the completion of the Work, in accordance with the proposal submitted by the Contractor dated August 19th, 2019 which is incorporated herein by this reference, except to the extent that said proposal is in conflict with or is modified by this Agreement, in which case the provisions of this Agreement shall control.
2. The Town shall pay the Contractor the sum listed in the project schedule of costs in Exhibit A and Exhibit B. Contractor acknowledges that, although this Agreement is a schedule-of-costs contract, the Town has only appropriated this sum for the Sign Fabrication Phase of this project, and that the Town may terminate this Agreement should the total price for the Work in Exhibit A exceed the bid sum of $1,344.00 unless the Town, in its discretion, determines to appropriate additional funds towards this phase of the project. The same applies for the schedule of costs in Exhibit B where the total price cannot exceed $6,261.00. Payments for the work shall be made as set forth in Exhibit D. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by professional sign fabricators and installers. If at any time during the Work the Town is dissatisfied with the services of Contractor for any reason whatsoever, the Town may terminate this Agreement effective immediately upon the delivery of written notice to Contractor. In the event of any such termination, the Town shall pay Contractor for services rendered to the date of termination.

3. The Work will commence upon the confirmation that the Town has approved the Agreement, appropriated all funds necessary to complete the project, and issued a written notice to proceed with construction.

a) In order to complete the Work, the Contractor shall provide all necessary construction surveying, supervision, construction equipment, labor, materials, parts, supplies, tools, subcontracted items and equipment for the manufacture of the signs and the sign location site preparation and in accordance with the contents of the RFP.

b) The Contractor shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work. Contractor will construct the facility according to the construction documents and provide all required construction observation and testing services if deemed necessary by the Town.

c) Contractor will access the sign locations within the Red Hill Trail System according to the posted rules for the area, which includes a rule stating that motorized use of the trails is prohibited.

d) Contractor will provide a complete closeout of the project including a punch list development and a written warranty shall be provided to the Town at the completion of the contract.

5. 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 for the work.
6. The Contractor hereby acknowledges that any plans and specifications that are submitted to the Town will be sufficient to have enabled the Contractor to generally determine the cost of the work, and that the plans and specifications will also be generally sufficient to enable the Contractor to construct the Work outlined therein in accordance with all applicable regulations, laws, and statutes, and otherwise to allow Contractor to fulfill all of its obligations under this Agreement, subject to minor modifications and revisions that may be required to clarify the plans and specifications or changes that may be due to unforeseen circumstances.

7. Contractor shall verify existing conditions of the project site and verify sign locations and dimensions with the Town prior to installation. When the sign installation phase proceeds, Contractor shall provide temporary fencing for all contractor owned materials and equipment to secure the site from vandalism. Town will provide signage to inform the public of trail closures if necessary, or trail under constructions signs, to protect workers and trail users.

8. The Work shall commence upon all parties signing this Agreement and is expected to be completed by November, 2019.

9. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS 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 THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

10. 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 of the 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, 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 combined single limit.
c) Commercial General Liability Insurance with an installation floater in an amount not less than $1,000,000 per occurrence, specifically insuring Contractor’s indemnification obligation under this Agreement.

d) Professional Liability Insurance with coverage limits of $1,000,000 per occurrence/$2,000,000 aggregate.

Each of the above-named policies shall be issued by an insurer acceptable to Town and be on forms satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers’ Compensation, General Liability, and Professional Liability Insurance shall include waivers 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 Town. 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.

11. The Town, without invalidating this Agreement, may order changes in the work, consisting of additions, deletions or other revisions. All changes in the work shall be authorized only by written change order signed by the Town and Contractor. All directives for any changes requested from the Town or any Town’s Representative shall be issued in writing to the Contractor from the Town or the Town’s authorized representative. No work on any change shall be performed on a verbal directive. A change order signed by the Contractor indicates his agreement therewith, including the adjustment of the contract sum. Change orders may be signed and transmitted by facsimile transmission. A copy of the change order, when signed by the parties, shall have the same effect as an original. The Contractor shall determine, and notify the Town in writing, of all changes in the work that shall increase or decrease the cost of the work. No Work shall proceed on any change in the contract documents without the written consent or approval of the Town.

12. The subcontracting of any of the work shall not relieve Contractor of any of its liabilities or responsibilities under the contract documents. 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.
13. 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 final application for payment for the Work.

14. Issuance by the Town of a certificate of substantial completion in accordance with the approved plans and any subsequent change orders shall constitute substantial completion of the work by the Contractor, subject only to completion of punch list items. Final payment shall include all sums due to the Contractor except for the cost of completing punch list items which may be retained until such items are completed. Final payment shall be made within thirty (30) days of the date of issuance of the certificate of substantial completion, provided that the Town may withhold up to three (3) times the value of the remaining punch list items until final punch list items have been completed. At the time of final payment for the work performed pursuant to this agreement, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after this Agreement has been fully performed by the Contractor and the Town has accepted the Work.

15. The Town may elect to designate its contracted engineering firm, Roaring Fork Engineering, Ltd., a Colorado limited liability company. ("RFE") to act as a Town representative. RFE may be periodically present at the site during the Work to be performed by the Contractor. RFE shall have the right to inspect and approve the Work performed under the terms of the contract. RFE shall have the right to investigate and satisfy itself regarding the progress and quality of the work performed and to determine if the work is being performed in a manner consistent with the contract. RFE will advise the Contractor of any work that it believes is not being performed in accordance with the contract. However, failure of the RFE representative to advise of non-conforming work shall not relieve the Contractor of the obligation of undertaking and completing the work as set forth in this agreement. RFE shall not give directions or instruct the Contractor’s subcontractors, nor shall it have any authority to direct the Contractor’s subcontractors. Any correspondence between RFE and the Contractor’s subcontractors and vendors shall be through written directive given to the Contractor.

16. The Contractor hereby grants to the Town for a period of two (2) years following the date of issuance of a certificate of substantial completion, its unconditional warranty of the quality and adequacy of all the work including, without limitation, all labor, materials, and equipment provided by the Contractor and its Subcontractors in connection with the Work. The Contractor shall obtain a similar warranty (see Exhibit D) in favor of the Town from all Subcontractors, but such warranties will not relieve Contractor of its responsibilities. Upon completion of the Work, the Contractor shall assign or cause to be assigned to the Town all manufacturers’ and other warranties with respect to all Work, including, without limitation, all materials and equipment which are to be incorporated into the project premises. The Contractor shall promptly make any repairs or replacement of work under this warranty to the Town’s satisfaction.
The express warranty in this Section 16 is in addition to any implied warranties at law. The Contractor's Warranty hereunder shall exclude remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operations, normal wear and tear, and normal usage.

17. Any notice required hereunder may be given by facsimile transmission, personal service, express delivery, or certified mail. Notice shall be deemed to have occurred on receipt of fax or delivery by any other method set forth in this paragraph.

18. The Contractor will have personnel on the job site to personally supervise the work and shall be present as long as needed each day to ensure that the Work is properly performed. The Contractor and the Town shall have weekly project meetings which shall include discussion of the Work that has been completed, the Work that is underway and any issues that may have arisen or might arise in the future, affecting cost, quality, or schedule of the Work. The Contractor will consult with the Town as far in advance as reasonably possible regarding any choice the Town must make, in order to allow adequate lead time in obtaining materials, scheduling, or contracting for Work. In addition, the Contractor will contact Town by telephone or e-mail regarding any problems or development that requires prompt attention.

19. Contractor also agrees to be bound by the terms of Addendum A as related to compliance with Colorado immigration laws, which addendum is incorporated by reference.

20. 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 repair any damage to the existing trail caused by the project. 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 and equipment 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. In addition, any professional and/or consulting services performed by Contractor in connection with the Work shall be performed by Contractor in accordance with the highest generally accepted national standards of care, skill, diligence and professional competence applicable to Contractor.

c) Contractor shall at all times keep the work site 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.

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.

21. In the event that the Contractor identifies any opportunity to improve on plans or specifications in order to make construction better or less expensive, it will bring such opportunity to the Town's attention as part of said weekly report whether or not approved by the Town.

22. In the event that the Town identifies any opportunity to secure donations or contributions of materials, equipment, labor, and/or campground housing for Contractor, in order to make construction less expensive for the Contractor, the Town will bring such opportunity to the Contractor's attention. Any savings in Contractor expenses will result in a written change order, with a mutually agreed dollar value, to be deducted from the original bid price and applied towards additional expenses of the Contractor and/or of the Town associated to the Work.

23. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this contract; the accounting and control systems shall be satisfactory to the Town. The Town and the Town's accountants or auditors shall be afforded prompt access to any of the Contractor's records relating to this contract and the Contractor's commitments hereunder. The Contractor shall preserve these records for a period of one year after final payment.

25. The Town shall not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and
programs in connection with the work, and shall not be responsible for the Contractor's failure to carry out the work in accordance with this Agreement and related contract documents. The Town shall not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees or any other persons performing any of the work. Neither the Contractor, Contractor's Subcontractors, nor any subcontractor of Contractor's Subcontractors shall be responsible for or have control or charge over the acts or omissions of the Town or any of its agents, employees, business invitees, volunteers or any visitor of Town at the site.

23. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This Agreement is also contingent upon annual budgeting by the Town of Carbondale and it shall be construed as a multi-year financial obligation of the Town.

24. If the Contractor is unreasonably delayed at any time in the commencement or progress of the Work by an action or inaction of the Town or by changes ordered by the Town in the Work, or other causes beyond the Contractor's control, which delay causes the Contractor to incur additional costs, the parties will attempt to agree on an adjustment of the contract price by written change order.

25. Except as limited by this Agreement, in the event of default by either party, the other party shall have all rights and remedies available at law or in equity.

26. Time is of the essence hereof. 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.

27. If Contractor does not fully comply with the terms of this Agreement or the 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. The Town may also, at any time, terminate for its own convenience any 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. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work performed by Contractor prior to termination or in terminating such Work, including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town, but not for any other compensation or damages of any kind. In the event of termination, the Town may offset against any sum due Contractor under this Agreement the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

28. 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 unless the parties jointly agree to submit the dispute for resolution by mediation or
arbitration. The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to an award of costs and reasonable attorney’s fees.

29. 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.

30. This Agreement shall be binding upon the parties hereto, their successors and assigns. This Agreement 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.

31. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same document when signed separately by all parties. A copy of this agreement when signed shall have the same effect as the original. The parties' signatures on a copy hereof transmitted by facsimile shall be sufficient as if an original signature.

CONTRACTOR:
215 North 12th Street, Unit D
Carbondale, CO 81623

Arrow Sign & Design, LLC

By: ________________________________
    Gilberto Mayo-Owner

TOWN:
511 Colorado Avenue
Carbondale, CO 81623
Fax No. (970) 963-9140
Phone No. (970) 510-1277
ebrendlinger@carbondaleco.net

TOWN OF CARBONDALE, COLORADO

By: ________________________________
    Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town of Carbondale Clerk & Recorder
Contract Exhibits:

- **Addendum A**  Work by Illegal Aliens Prohibited
- **Exhibit A**  Contractor's Proposal & Schedule of Costs Sign Fabrication  
  -- Dated August 19, 2019
- **Exhibit B**  Contractor's Proposal & Schedule of Costs Sign Post Production and 
  Installation - Dated August 19, 2019
- **Exhibit C**  Town's Request for Proposals (RFP)
- **Exhibit D**  Payment schedule and terms for payments under this contract
- **Exhibit E**  Subcontractor Warranty
Town of Carbondale
Addendum A to Construction Contract

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., as amended, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.

2. Contractor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Contractor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "Basic Pilot Program") in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.

4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Contractor violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

CONTRACTOR: Arrow Sign & Design, LLC
215 North 12th Street, Unit D
Carbondale, CO 81623

By: __________________________
   Gilberto Mayo-Owner

Dated: ________________________
Please complete and mail or e-mail the Bid Sheet below to:
Town of Carbondale
Attn: Eric Brendlinger,
Parks & Recreation Director
511 Colorado Avenue
Carbondale, CO 81623
ebrendlinger@carbendaleco.net
970-510-1277 Office

TOWN OF CARBONDALE

RED HILL TRAIL SIGNAGE FABRICATION PROJECT

BID SCHEDULE

Provide all signage material and content according to the attached documents as a lump sum bid.

<table>
<thead>
<tr>
<th>Sign Fabrication 3/16&quot; thick aluminum sigh with adhered 3m vinyl coating for the graphic content with a UV-protective coating</th>
<th>Lump Sum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1344.00</td>
<td></td>
</tr>
</tbody>
</table>

**Alternative Material or Fabrication Upgrades**
* Describe alternative and benefits and price difference:

Submitted By: **Align Sign E Design LLC**
(Company)

Submitted By: **Gulberto Mayo / Owner**
(Name/Title of Authorized Bidder)

(Signature)

970-928-8463 signs@sovis.net
(contact information - phone & e-mail)

Date of Bid: **8/19/19**

[Note: Handwritten note stating to speak with Carlos]
# TOWN OF CARBONDALE

**RED HILL TRAIL SIGNAGE POST FABRICATION, INSTALLATION AND SIGN MOUNTING PROJECT**

**BID SCHEDULE**

Provide labor, materials, and equipment required for installation of wayfinding and rules sign posts on the Red Hill Trail System that matches the scope and design parameters detailed on the previous page.

<table>
<thead>
<tr>
<th>Material Descriptions</th>
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</tr>
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<tbody>
<tr>
<td>6&quot;x 6&quot;x 5'6&quot; Cedar post w Post Cap</td>
<td>7 posts</td>
<td>$2162</td>
</tr>
<tr>
<td>Trail Node Post Detail: Option A Footing System Installed</td>
<td>Per Post*</td>
<td>$220</td>
</tr>
<tr>
<td>Trail Node Post Detail: Option B Footing System Installed</td>
<td>Per Post*</td>
<td>$270</td>
</tr>
<tr>
<td>Carbonite Posts Installed</td>
<td>11 posts</td>
<td>$440</td>
</tr>
<tr>
<td>Mobilization &amp; Fabrication To cover all costs to complete project as described.</td>
<td>Lump Sum</td>
<td>$425</td>
</tr>
</tbody>
</table>

Submitted By: **Arow Sign & Design LLC**

(Company)

Submitted By: **Gilberto Mayo / Owner**

(Name/Title of Authorized Bidder)

(Signature)

970-928-8463 signseosopris.net

(contact information - phone & e-mail)

Date of Bid: **3/9/19**
REQUEST FOR BID
RED HILL TRAIL SIGNAGE
FABRICATION PROJECT

OWNER: Town of Carbondale

PROJECT: The fabrication of wayfinding and rules signage to be installed on the Red Hill Trail System.

BID DUE DATE: Bids due by 3:00 p.m. Monday, August 19, 2019

The Town of Carbondale Parks & Recreation Department is seeking bids from sign construction companies with the skills to fabricate custom wayfinding signs to be attached to sign posts (by others) on the Red Hill Trail System. This will be a lump sum bid for the entire sign package. The Scope of the Project & the Material Specifications that you are bidding out will need to match the following design criteria:

- Company must be bonded and insured.
- Company must be willing to contract with the Town of Carbondale for the work.
- Company must be able to provide a Certificate of Insurance with the Town listed as additional insured.
- 3/16" thick aluminum signs with adhered 3M vinyl coating for the graphic content. With a UV-protective coating, for longevity
- The sign material and design must be able to attach to 7 (Seven) 6’ x 6” Cedar posts as designed with 3/16” thickness signs. (see attached trail node post detail)
- Sign mounting to post (produced by others) will have edge of sign aligned flush with post and each post will have various content and sign mounting needs. (See Signage Mount Options 1 & 2)
- Signs to be mounted with a vandal-proof screw, inserted a minimum of 1.5” into wood post.
- Supply sticker signage for the 11 carsonite posts to communicate direction and trail rules.
- Ability to conduct the work in the Fall of 2019
Please complete and mail or e-mail the Bid Sheet below to:
Town of Carbondale
Attn: Eric Brendlinger,
Parks & Recreation Director
511 Colorado Avenue
Carbondale, CO 81623
ebrendlinger@carbondaleco.net
970-510-1277 Office

**TOWN OF CARBONDALE**

**RED HILL TRAIL SIGNAGE FABRICATION PROJECT**

**BID SCHEDULE**

Provide all signage material and content according to the attached documents as a lump sum bid.

<table>
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<td><strong>Sign Fabrication</strong> 3/16” thick aluminum sigh with adhered 3m vinyl coating for the graphic content with a UV-protective coating</td>
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</tbody>
</table>

| Alternative Material or Fabrication Upgrades* Describe alternative and benefits and price difference: |

Submitted By: ____________________________

(Company)

Submitted By: ____________________________

(Name/Title of Authorized Bidder)

________________________

(Signature)

________________________

(contact information - phone & e-mail)

Date of Bid: ____________________________
REQUEST FOR BID
RED HILL TRAIL SIGNAGE POST
FABRICATION, INSTALLATION AND SIGN
MOUNTING PROJECT

OWNER: Town of Carbondale

PROJECT: The fabrication, installation and sign mounting of wayfinding and rules sign posts on the Red Hill Trail System.

BID DUE DATE: Bids due by 3:00 p.m. Monday, August 19, 2019

The Town of Carbondale Parks & Recreation Department is seeking bids from construction companies with the skills to fabricate, install and mount wayfinding signs to the sign posts on the Red Hill Trail System. These permanent signs will be mounted and permanently installed in place on various terrain with two different methods and materials, option A is a typical concrete footing, and option B is a footing system needed to install the sign posts in solid rock. Since the cost would fluctuate depending upon what is encountered in each of the different sign locations and the quality of the subsurface material or existing bedrock, the bid should break out the two different mounting options and have a separate but all encompassing price for each mounting method, including time and materials. The Scope of the Project & the Material Specifications that you are bidding out will need to match the following design criteria:

- Company must be bonded and insured.
- Company must be able to provide a Certificate of Insurance with the Town listed as additional insured.
- 7 (Seven) 6’ x 6” Cedar posts 5’ 6” tall from mounting elevation. (see attached trail node post detail)
- Per post bid per Option A Footing System. Include the post footing attachment system for Option A as it varies per site conditions. Post footings to be black powder coat finished.
- Per post bid per Option B Footing System. Include the post footing attachment system for Option B as it varies per site conditions. Post footings to be black powder coat finished.
- Contractor to set post footing system so post is plumb and vertical.
• Each post must have a Post Cap 6”x 6”x 1” black unlit metal deck post cap with a black finish.
• Sign mounting to post (3/16” thickness signs produced by others that are aluminum signs with adhered 3M vinyl coating for the graphic content and a UV-protective coating for longevity)
• Signs will have edge of sign aligned flush with post and each post will have various content and sign mounting needs. (See Signage Mount Options 1 & 2)
• Signs and post cap to be mounted with a vandal-proof screw insert a minimum of 1.5” into wood post.
• Install 11 carsonite posts with supplied sticker signage (by others) in locations designated on attached map.
• Ability to conduct the work in the Fall of 2019

Please mail or e-mail the attached completed Bid Sheet to:
  Town of Carbondale
  Attn: Eric Brendlinger,
  Parks & Recreation Director
  511 Colorado Avenue
  Carbondale, CO 81623
  ebrendlinger@carbondaleco.net
TOWN OF CARBONDALE

RED HILL TRAIL SIGNAGE POST FABRICATION, INSTALLATION AND SIGN MOUNTING PROJECT

BID SCHEDULE

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<tr>
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<td></td>
<td>Per Post*</td>
</tr>
<tr>
<td>Option A Footing System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trail Node Post Detail:</td>
<td></td>
<td>Per Post*</td>
</tr>
<tr>
<td>Option B Footing System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carsonite Posts Installed</td>
<td>11 posts</td>
<td></td>
</tr>
<tr>
<td>Mobilization &amp; Fabrication</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>To cover all costs to complete project as described.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By: ____________________________________________
(Company)

Submitted By: ____________________________________________
(Name/Title of Authorized Bidder)

________________________________________________________
(Signature)

________________________________________________________
(contact information- phone & e-mail)

Date of Bid: ____________________________________________
WAYFINDING: SIGNAGE NODES AND FEATURES

- Lower Three Gulch (Shovel Use Trail)
- Ruthie's Run (Hiking Trail)
- B-Line (Mountain Bike Only)

--- Bandit Trail Closure
(Removal and restoration of existing bandit trail)

**Signage Node Diagram**

- Temporary Trailhead
  - Temporary Regulatory and wayfinding signage
- Existing Trailhead
  - Close access to CR 10
  - Reshaping of existing trail to improve route sustainability
- Existing Parking
- Potential Future Trailhead and Recreation Parking
- Trailhead Kiosk Node, Town + BLM + AVLT + RHC
  (Permanent Design, Install to be Determined During Phase 2)
- Ruthie's Run
  - Lower Three Gulch
  - Bottom of B-Line Do Not Enter, One Way
  - Lower Three Gulch
  - B-Line Spur
  - BLM Blue Ribbon and Three Gulch
  - Lower Three Gulch
  - BLM Blue Ribbon and Three Gulch
  - Cardonite Post with Sticker Signage
  - "One Way," "Wrong Way," & "Do Not Enter"
- B-Line
  - BLM Blue Ribbon
- Ruthie's Run
  - BLM Mushroom Rock and Blue Ribbon
- Ruthie's Run Spur
  - BLM Mushroom Rock
  - Cardonite Post with Sticker Signage:
    - Left and Right Arrows, & "Trailhead" with Arrow
- AVLT/Ruthie's Run: Donor Recognition, Ruthie's Run History/Meaning
- Old Trailhead Closed: Restoration Area (BLM Signage)
- Bandit Trail Closure Sign Nodes (7 Min.)
- Indicates AVLT Signage

---

AERIAL MAP

RED HILL TRAILS WAYFINDING

JULY 14, 2018
NOTES:
1. Node #4 has one carsonite post. Rockart Model: DFS4-01. Sticker on one side to be "One Way"; Rockart Model: 70-295. Sticker on back side to read "Wrong Way"; Rockart Model: 60-773 and "Do Not Enter"; Rockart Model: 60-744.
2. Node #8 has one carsonite post. Rockart Model: DFS4-01. Sticker on one side to be two arrows, Rockart Model: 18-274. Sticker on back side to read "Trailhead"; Rockart Model: 60-1448.
3. The top sign(s) at Nodes #6 and #7 are turned 90 degrees, see Sign Mount Option 2.
4. Seven (7) total trail closed signs, shown as "X" above and on the plan. Each sign to consist of one carsonite post, Rockart Model: DFS4-01 and stickers reading "Restoration Area/Please Stay on Trail" (Rockart Model: 60-280) and "Do Not Enter" (Rockart Model: 60-744).
EXHIBIT D

Schedule of Costs Construction Contract

The Town agrees to pay the Contractor the lump sum of $1,344.00 for the Work to be performed under this contract on the Sign Manufacturing and Graphics Phase of the Red Hill Trails Sign Fabrication Project. The lump sum for the work of $1,344.00 shall include payment for all costs necessarily incurred in connection with this portion of the scope of work. For the Sign Post Production and Sign Installation Phase of the Red Hill Trails Sign Project, compensation will be based on actual amount of sign post installation types used in the field. Four items will be the basis of final payment to the contractor. Those four items consist of 7 cedar 6'x 6' posts ($2162.00 lump sum), Trail node Option A footing system installed ($220.00 per post), Trail node Option B footing system installed ($220.00 per post), Carsonite posts installed, ($440.00 lump sum), and Mobilization & Fabrication ($425.00 lump sum).

All materials, labor, equipment and other costs necessary to complete the project as specified, which are not specifically listed, will not be compensated directly and were to be included in the unit costs and lump sum costs of the proposal. A change order process will be followed if quantities change from the original RFP document detailing the scope of the work. Performance of the work by the Contractor shall be paid as follows:

The Town agrees to pay the lump sum for the sign manufacture portion of the contract of $1,344.00 in order for Contractor to order and secure sign materials. This will be paid upon receipt of an itemized invoice from the Contractor. Applications for progress payments shall then be submitted by the Contractor to the Town bi-monthly on or before the first (1st) and third (3rd) Monday of each month. The application for progress payments shall be based on the percentage of work completed. The Contractor shall provide a summary of said work as part of the application for progress payments. Said summary shall include documentation as may be requested by the Town to verify completion of the work and materials provided for which payment is requested. The Town shall review and approve said applications for progress payments within the first three (3) days of receipt. If approved, payment shall be made by the Town to the Contractor on or before twelve (12) days following the receipt of the application for progress payments by the Town. The Town shall have the right to withhold a portion of any progress payment only if that specific work is found to be defective as determined by the Town and has not been remedied within a reasonable period of time after the Town has provided the Contractor with written notice of such defective work.
EXHIBIT E

SUBCONTRACTOR WARRANTY

In consideration of payment for services and materials provided, the undersigned subcontractor hereby unconditionally warrants and guarantees all materials, labor and workmanship supplied by said subcontractor for the Red Hill Trails Sign Project, in Carbondale, Colorado, to be free from defects for a period of two (2) years from the date of issuance of a certificate of completion for said improvements. In the event of any defect occurring within said time period, the undersigned shall promptly repair or replace the defective work or materials at the undersigned’s sole expense in a manner satisfactory to the Town and General Contractor. In addition, the subcontractor hereby guarantees and warrants that title to all work materials and equipment for which payment has been made by the Town will pass to the Town free and clear of all liens. In the event that the Town/Contractor is required to initiate legal action to enforce this Warranty, the undersigned shall be responsible for payment of the Town’s/Contractor’s legal fees and costs. The express warranty set forth in this paragraph is in addition to and not a substitute for any implied warranties at law.

Dated ____________________

SUBCONTRACTOR:

Name and address:

By: _________________________

Title: _________________________
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Oktoberfest/Celtic Fest on October 11 and 12 at the
4th Street Plaza.

Date: September 4, 2019

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol at Oktoberfest/Celtic Fest on October 11 and 12,
2019 at the 4th Street Plaza.

Jamie Wall / Representative on behalf of the Town of Carbondale

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

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALTS, VINOS AND SPIRITUOUS LIQUOR $50 PER DAY
- FEMINATED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Town of Carbondale Recreation

STATE SALES TAX NUMBER (REQUIRED)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

507 Colorado Ave

Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

4th & Main St.

Carbondale, CO 81623

NAME

Eric Breindlinger

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

Jamie Wall

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

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/11/2019</td>
<td>5 pm</td>
<td>9 pm</td>
</tr>
<tr>
<td>11/12/2019</td>
<td>12 pm</td>
<td>3 pm</td>
</tr>
</tbody>
</table>

OATH OF APPLICANT

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

SIGNATURE

DATE

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
August 29, 2019th, 2018

Town Facility use agreement, street and park rental use agreements and special event management plan and liquor permits for the Celticfest and Oktoberfest.

October 11th and 12th, 2018

Special Event Liquor License BOT review on Tuesday, September 10th, 2019

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@carbondaleco.net

www.carbondalerec.com

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

Parks & Recreation Director
Public Works Director
Police Chief
Town Manager
Town Finance Director
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: Celtic Fest and Oktoberfest

2. Primary Event Organizer: Jamie Wall
   a. Cell Phone: 608.385.9252
   b. Email: iwall@carbondaleco.net
   c. Address: 311 Cleveland Pl, Carbondale, CO 81623

3. Secondary Event Organizer: Jessi Rochel
   a. Cell Phone: 970.274.2821
   b. Email: jrochel@carbondaleco.net
   c. Address: 222 Holland Thompson Drive, Carbondale, CO 81623

4. EVENT LOCATION: 4th Street Plaza, Carbondale, CO 81623

5. EVENT DATE(s): Friday, October 11th and Saturday, October 12th, 2019

6. EVENT TIME(s): 5pm-9:30pm Friday, 12pm-9:30pm Saturday

7. EVENT SET-UP TIME(s): Thursday, October 10th all day (tent scheduled to arrive at 8am—4th Street will be closed first thing in the morning)

8. EVENT BREAK-DOWN TIME(s): Saturday, October 12th post event (9:30pm-11pm) and Sunday, October 13th morning (tent scheduled to be gone by midday—4th Street opened by noon)
   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: 1000-2000

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 4
   b) Event Volunteers: 40-50
   c) Event Contractors: 10-12
   d) Event Security Personnel: 2-4
   e) Event Vendors: 3-5
3. Event training for personnel?  (Yes) (No) Describe? On the spot training—most volunteers are repeat volunteers from previous years

4. Fee charged to participants?  (Yes) (No) If yes, how much? Free entry; food, drink, and other vendor items are available for purchase

5. Amplified music at event?  (Yes) (No) If yes, times music is played (including sound checks) Live music beginning Friday night at 5pm and Saturday morning at 11am. We are requesting to play until 9:30pm both nights.

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**
   - 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: JLW
   - If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures: N/A
   - Locate fencing, barriers/barricades, points of ingress/egress, emergency access: JLW

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

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

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

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

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

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

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:
   - Name of Security Company: ACE Security
   - Person in charge at event: Eric Gutierrez
   - Cell Phone contact at event: 970.393.3451
   - Email address at event: acesecuritynsafety@gmail.com
   - Number of security personnel assigned to event: 2-4
   - Event times they will be in place: 4 security personnel will be in place 5pm-10pm Friday night (patrolling throughout event and/or assisting at the entrance/exit); 2 security personnel will be used from 11pm-3pm on Saturday and 4 security personnel will be in place from 3pm-10pm on Saturday
   - Describe duties & functions: Patrolling, guarding exits/entrances, assistance with any scenarios that might arise, watching for underage drinking

2. Will Town of Carbondale Police Dept. enforcement services be requested? (Yes) (No) (I do respectfully request that officers walk through if possible at intervals during the events)
   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: Jamie Wall 608.385.9252 or Jessi Rochel 970.274.2821

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 obtain approval. Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.*

- Road and/or traffic lane closure request: (Yes) (No)
- Location of barricades and/or traffic cones: JLW
- Proposed traffic flow map around road closure: JLW
- Location of informational signage within road closure area: JLW
- Location of safety lighting bar (if needed) within road closure area: JLW
- Running or Bike Race route description (with start & finish line) if applicable: N/A
- Parade route description (with start & finish) if applicable: N/A
With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block.

If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management need services with a privately owned traffic control company.

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

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

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

- **Name of Service Provider:** EverGreen Events
- **Contact Person:** Alyssa and Dave Reindel
- **Mailing Address:** PO Box 1661, Aspen, CO 81612
- **Cell Phone:** 970.987.3140 and 970.987.1364
- **Email:** alyssa@evergreenevents.com and dave@evergreenevents.com

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

Do you plan to provide portable restroom facilities at your event? (Yes) (No) If yes, how many: 6
Number of ADA accessible portable toilets: 0
Is portable handwashing station being provided? (Yes) (No)
If no, is there a sanitizer dispenser within toilet? (Yes) (No)
Please provide the following information regarding event portable restroom provider:

- **Name of Service Provider:** Mountain Waste
- **Contact Person:** Jeremy Frees
- **Mailing Address:** PO Box 1474, Carbondale, CO 81623
- **Phone:** 970.963.3435
- **Email:** jeremy.frees@mountainwaste.com

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

Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($500.00 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):** Friday, October 11th, 5pm-9:30pm; Saturday, October 12th, 12m-9:30pm
- **Alcohol service times:** Alcohol service will begin at 5pm on Friday and 12m on Saturday. Last call will be announced at 8:30pm (as well as posted prominently on signs), 30 minutes prior to end of alcohol service at 9pm (this info will also be prominently displayed) Liquor will be served at 6pm and 7pm on Friday, October 11th for whiskey tasting. (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: Alcoholic beverages will be sold under the tent, within the 4th Street Plaza, and on the grassy area to the east of 4th Street. There will be only one entrance/exit that will be staffed at all times. Appropriate signage will be posted around the boundaries. The designated areas in which to drink will be cordoned off using plastic fencing. Security personnel will patrol the perimeters and also keep an eye on the south side of 4th street where people try to break the fencing to enter/exit
- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):** Everybody intending to drink will be ID’d and those that can provide proper identification will be issued a wristband. Every person drinking must have a legal photo ID on their person at the event, and they must show this to the CRCC staff at the entrance.
- **Describe how TIPS trained servers will monitor alcohol consumption and intoxication:** Jessi, Jamie, and Eric are all TIPS trained—at least one and up to all three will be present at all times at the event, and will closely monitor alcohol sales and service. Volunteers and security personnel will be instructed to watch for signs of intoxication throughout the event. Visibly intoxicated patrons will not be served and if they are caught drinking will be escorted from the event premises. (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:** All event volunteers will be instructed to not serve and/or remove alcohol from intoxicated patrons and immediately locate staff or security personnel to handle any
escalating situations. Patrons who refuse to comply will be asked to leave and then escorted from the premises of the event by security or full-time CRCC staff.

- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: Seating will be in a generalized format but volunteers will be instructed to watch for any intoxicated or inappropriate behavior to keep the event as family friendly as possible. Saturday morning we offer pumpkin carving and kids’ crafts in a designated kid-friendly area.

- Will event provide alternative beverages to alcohol? If so, what? A spigot water station will be set up and running at all times. Food vendors will also be selling non-alcoholic drinks.

- Will food be available at all times? If so, what? Food will be available for purchase at all times of the event (Austrian fare and carnival style snacks).

- Is there a designated smoking area? If so, describe the location and show it on your site plan: No smoking within the confines of the event. Signage will be posted. Patrons may exit the event to smoke.

- How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? This event will encourage walking and biking alternatives. Intoxicated patrons will be cut off and asked to leave the event. All volunteers and staff will be trained to look for signs of intoxication and instructed to not over-serve patrons.

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. You may be required to apply for a health permit if concerns evolve regarding handling, preparation, and distribution based on your food plan submitted (attach separate page for this plan). If applicable to your event please describe:

- Please describe how food concessionaire(s) will prepare and/or serve food: Food vendors must complete the special event food vendor process with Garfield County Public Health to be able to be a food vendor at any special events in Garfield County.

- If food and/or cooking supplies are stored on site for a 2-day overnight event, please describe where and how it will be securely stored: Food concessionaires will store food overnight according to all state and local rules and regulations set forth by Garfield County Public Health.

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.
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 at least 7-days prior to event. 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: JLW

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: JLW

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: JLW
SECTION 17 - CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the 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: JLW

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: JLW

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: JLW

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: JLW

Event Organizer Name (Please print): ________________________________

Signature: ________________________________  Date: __________________
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

RECREATION DIRECTOR:

__________________________

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

Signature: ___________________________ Date: 9/2/19

PUBLIC WORKS (PARKS) DIRECTOR:

__________________________

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

Signature: ___________________________ Date: 9-4-19

CHIEF OF POLICE:

__________________________

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

Signature: ___________________________ Date: 9-4-19

TOWN CLERK: (Liquor Licensing Approval)

__________________________

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

Signature: ___________________________ Date: 9-4-19

TOWN MANAGER:

must make name/some/length

Approval: __________ Approval Pending: _______ (see above) Denial: __________
Crystal Meadows Residents Transportation Survey

Q1
1) Please rate your ability to access a private automobile? (choose one)

Answered: 51  Skipped: 1

- Unlimited Access: 56.86% (29)
- Mostly Unlimited Access: 17.65% (9)
- Some Access: 7.84% (4)
- Very Limited Access: 9.80% (5)
- No Access: 7.84% (4)

TOTAL: 51

Comments (42)

Q2
1b) If you have access to an automobile, how willing are you to provide a ride to another resident of Crystal Meadows Senior Housing? Please choose a number 1 through 5.

Answered: 48  Skipped: 4

Share Link: https://www.surveymonkey.com/re
Q3

2) Describe your ability to get on and off a RFTA bus? (Choose One)

Answered: 52  Skipped: 0

- 1) Easily
- 2) Fairly Easily
- 3) Somewhat Easily
- 4) Not Easily
- 5) I am Unable

ANSWER CHOICES          RESPONSES
1) Easily                50.00%   26
2) Fairly Easily         15.38%   8
3) Somewhat Easily       11.54%   6
4) Not Easily            17.31%   9
5) I am Unable           3.85%    2
TOTAL                    52

Comments (38)

Q4

3) Please rate your general desire to use a RFTA bus, if it were to stop at the intersection of Hendricks and Holland. (Choose one)

Answered: 51  Skipped: 1

https://www.surveymonkey.com/results/SM-GYS5M2MG27/
Q5

4) If a RFTA bus were available at the intersection of Hendricks and Holland, how many days per week would you likely use it? (Please choose one)

Answered: 48  Skipped: 4

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2 days per week</td>
<td>56.25%</td>
</tr>
<tr>
<td>3-5 days per week</td>
<td>29.17%</td>
</tr>
<tr>
<td>Everyday</td>
<td>4.17%</td>
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<tr>
<td>None</td>
<td>10.42%</td>
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<tr>
<td>TOTAL</td>
<td>48</td>
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https://www.surveymonkey.com/results/SM-GYSM2MG27/
following purposes for your trip.

Answered: 49  Skipped: 3

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Very Likely (1)</th>
<th>Likely (2)</th>
<th>Neutral (3)</th>
<th>Unlikely (4)</th>
<th>VERY UNLIKELY (5)</th>
<th>TOTAL</th>
<th>WEIGHTED AVERAGE</th>
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</thead>
<tbody>
<tr>
<td>Employment</td>
<td>16.00%</td>
<td>4.00%</td>
<td>4.00%</td>
<td>4.00%</td>
<td>12.00%</td>
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<td>Medical</td>
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<td>11.90%</td>
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<td>4.76%</td>
<td>19.03%</td>
<td>42</td>
<td>2.55</td>
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<tr>
<td>Education</td>
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<td>7.69%</td>
<td>11.54%</td>
<td>57.61%</td>
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<td></td>
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</tbody>
</table>

52 responses
Q7
6) Please list up to five most probable places or locations that you would visit if a RFTA bus were available for you, with the first location being the most preferred, and the fifth being the last.

Answered: 44  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
<td>100.00%</td>
</tr>
<tr>
<td>2)</td>
<td>88.04%</td>
</tr>
<tr>
<td>3)</td>
<td>77.27%</td>
</tr>
<tr>
<td>4)</td>
<td>70.45%</td>
</tr>
<tr>
<td>5)</td>
<td>56.82%</td>
</tr>
</tbody>
</table>

Q8
7) If you were to use a RFTA bus, please state your preferences for beginning your trip on the following times Monday through Friday:

Answered: 46  Skipped: 6

- Before 6:00 am
- 6:00 am - 9:00 am
- 9:00 am - 12:00 pm

52 responses
8) If you were to use a RFTA bus, please state your preferences for beginning your trip on the following times on Saturday:

<table>
<thead>
<tr>
<th>Time</th>
<th>Before 6:00 am</th>
<th>6:00 am - 9:00 am</th>
<th>9:00 am - 12:00 pm</th>
<th>12:00 pm - 3:00 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 6:00 am</td>
<td>47</td>
<td>5</td>
<td>0</td>
<td>0</td>
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<tr>
<td>6:00 am - 9:00 am</td>
<td>4</td>
<td>1</td>
<td>3</td>
<td>0</td>
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<tr>
<td>9:00 am - 12:00 pm</td>
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<td>4</td>
<td>0</td>
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<tr>
<td>12:00 pm - 3:00 pm</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

Answered: 47  Skipped: 5
### Crystal Meadows Residents Transportation Survey - Responses | SurveyMonkey

#### 3:00 pm - 6:00 pm

<table>
<thead>
<tr>
<th>Time</th>
<th>Very Likely</th>
<th>Likely</th>
<th>Neutral</th>
<th>Unlikely</th>
<th>Very Unlikely</th>
<th>Total</th>
<th>Weighted Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 6:00 am</td>
<td>4.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>96.00%</td>
<td>24</td>
<td>4.04</td>
</tr>
<tr>
<td>5:00 am - 9:00 am</td>
<td>20.69%</td>
<td>6.90%</td>
<td>17.24%</td>
<td>3.45%</td>
<td>51.72%</td>
<td>15</td>
<td>3.59</td>
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<tr>
<td>9:00 am - 12:00 pm</td>
<td>41.03%</td>
<td>15.38%</td>
<td>12.52%</td>
<td>2.56%</td>
<td>22.21%</td>
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<td>2.62</td>
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<tr>
<td>12:00 pm - 3:00 pm</td>
<td>31.43%</td>
<td>5.71%</td>
<td>22.86%</td>
<td>5.71%</td>
<td>34.23%</td>
<td>12</td>
<td>3.06</td>
</tr>
<tr>
<td>3:00 pm - 6:00 pm</td>
<td>17.24%</td>
<td>10.34%</td>
<td>20.69%</td>
<td>3.45%</td>
<td>48.28%</td>
<td>14</td>
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</tr>
<tr>
<td>6:00 pm - 8:00 pm</td>
<td>3.85%</td>
<td>11.54%</td>
<td>3.85%</td>
<td>11.54%</td>
<td>63.23%</td>
<td>18</td>
<td>4.31</td>
</tr>
<tr>
<td>After 8:00 pm</td>
<td>3.85%</td>
<td>3.85%</td>
<td>7.69%</td>
<td>0.00%</td>
<td>84.62%</td>
<td>22</td>
<td>4.58</td>
</tr>
</tbody>
</table>

#### Share Link

https://www.surveymonkey.com/results/SM-GY5M2MG27/
9) If you were to use a RFTA bus, please state your preferences for returning from your trip on the following times Monday through Friday:

Answered: 46  
Skipped: 6

- Before 6:00 am: 6 responses
- 6:00 am - 6:00 am: 1 response
- 9:00 am - 12:00 pm: 16 responses
- 12:00 pm - 3:00 pm: 6 responses
- 3:00 pm - 6:00 pm: 13 responses

52 responses

Share Link: https://www.surveymonkey.com/results/SM-GYSM2MG277/
10) If you were to use a RFTA bus, please state your preferences for returning from your trip on the following times on Saturday:

Answered: 45  Skipped: 7
### Q12

11) In addition to using a RFTA bus, how likely would you be to use the following transportation options, if they were expanded, made less costly, or somehow made more available? Please choose all that apply.

**Answered:** 46  **Skipped:** 5

#### TABLE:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Very Likely (1)</th>
<th>Likely (2)</th>
<th>Neutral (3)</th>
<th>Unlikely (4)</th>
<th>Very Unlikely (5)</th>
<th>Total</th>
<th>Weighted Average</th>
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<tbody>
<tr>
<td>Before 6:00 am</td>
<td>4.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>96.00%</td>
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<td>9:00 am - 12:00 pm</td>
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<td>3.45</td>
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<td>22.50%</td>
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<td>2.83</td>
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<td>6:00 pm - 8:00 pm</td>
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<td>13.79%</td>
<td>11.79%</td>
<td>10.31%</td>
<td>51.72%</td>
<td>29</td>
<td>3.75</td>
</tr>
<tr>
<td>After 8:00 pm</td>
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### Car Sharing

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**Comments:**

Q13

12) Are you familiar with We-Cycle bike sharing?

Answered: 49  Skipped: 3

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52 responses
Q15

Confidential - Optional

In case a Town of Carbondale or RFTA Staff member needs to reach you, please let us know:

https://www.surveymonkey.com/results/SM-GYSM2MG27/
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Powered by SurveyMonkey

Check out our sample surveys and create your own now!

Share Link: https://www.surveymonkey.com/re/
Back to top

TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: September 10, 2019

TITLE: Carbondale Marketplace – Letter of Credit Reduction #3

SUBMITTING DEPARTMENT: Planning Department, Public Works Department

ATTACHMENTS: Letter and backup documentation from Sopris Engineering dated September 4, 2019

BACKGROUND

The final plat of the Carbondale Marketplace Subdivision, recorded on February 28, 2018, created Lots 1 through 5. A subsequent amended plat split Lot 5 into Lots 5A and 5B. The following is a general list of the planned development on the lots in the Carbondale Marketplace Subdivision:

Lot 1: Main Street Marketplace mixed use development
Lot 2: Grocery Store
Lot 3: Fueling Station
Lot 4: 10,000 square foot retail
Lot 5A: Reserved for future development
Lot 5B: Bank

Beginning early in the spring of 2018 and then continuing through the spring and summer of 2019, the contractor working for Crystal River Marketplace LLC, has been installing infrastructure related to the public improvements contemplated by the Subdivision Improvements Agreement (SIA) between the Town and Crystal River Marketplace LLC.

DISCUSSION

The public improvements for this project were split into two general categories:

- On-Site: Improvements necessary to serve Lots 2, 3, and 4.
- Off-Site: Improvements necessary to serve the remaining lots south of Nieslanik Avenue.

Each was secured by a separate letter of credit. The value of the letter of credit for the off-site improvements (supplied by Crystal River Marketplace LLC) started at $1,791,958.63 and the value of the letter of credit for the on-site improvements (supplied by Kroger) started
at $950,909.30. On January 8, 2019, the Board approved a reduction in the letter of credit for off-site improvements supplied by Crystal River Marketplace in the amount of $680,760.58, and on June 11, 2019, the Board approved a second reduction in the amount of $418,948.92. At the January 8, 2019, meeting, the Board indicated that they wanted to approve all letter of credit reductions related to this project.

Additionally, on June 11, 2019, the Board approved a letter of credit reduction for the on-site letter of credit in the amount of $440,983.40. There is no additional reduction for the on-site letter of credit being requested at this time.

Attached is a request to further reduce the off-site security for public improvements for Carbondale Marketplace. The SIA between the Town and Crystal River Marketplace LLC allows for up to six (6) partial releases of the security as work progresses. This would be considered the third partial release of security as it relates to this SIA.

Staff has reviewed the requests received from Sopris Engineering as well as the work completed to-date, and agrees with the quantities completed and the request to reduce the off-site letter of credit by an additional $183,667.77. This would leave the letter of credit for outstanding off-site public improvements at $508,581.36 and the letter of credit for on-site public improvements at $509,925.90 or a total security under the SIA of $1,018,507.26. Staff believes that the completion of all incomplete public improvements will remain adequately secured by the remaining security if the Board approves the requested reduction.

**FISCAL ANALYSIS**

Approval of the reduction will reduce the overall security for the outstanding off-site improvements to $508,581.36. The letter of credit for the on-site public improvements will remain at $509,925.90 which leaves a total of $1,018,507.26 to secure the outstanding off-site and on-site improvements.

**RECOMMENDATION**

Staff recommends that the following motion:  **Move to approve the partial release of $183,667.77 of the letter of credit for the off-site improvements related to the Carbondale Marketplace project.**

Prepared By: Janet Buck and Kevin Schorzman

Town Manager
Town of Carbondale  
c/o Janet Buck – Planning Director  
511 Colorado Avenue  
Carbondale, CO 81623  
Email: jbuck@carbondaleco.net

RE: Carbondale Marketplace – Letter of Credit Reduction #3 for Crystal River Marketplace LLC (SE Job #14243.04)

Dear Janet,

Sopris Engineering, LLC (SE) has witnessed, reviewed, and managed the installation and testing of the public improvements to date and is of the opinion that the public improvements have been installed per the SIA requirements for the Carbondale Marketplace project. SE, on behalf of Crystal River Marketplace LLC, is requesting a letter of credit reduction to reflect the improvements that have been installed.

Based on SE’s review, the new letter of credit amount SE is requesting is:

$508,581.36  
(Five hundred eight thousand, five hundred eighty one dollars and thirty six cents)

The public improvements cost estimate with the reduction amounts and associated costs has been attached to this letter.

If you have any questions or need any additional information, please call (970) 704-0311.

Sincerely,

SOPRIS ENGINEERING, LLC

Yancy Nichol, PE  
Principal

Cc: Kevin Schorzman – Public Works Director  
Jay Harrington – Town Manager  
Briston Peterson and Korba Andrews – Crystal River Marketplace LLC
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**Total Public Improvements**

Subtotal: $2,863,086.80

10% Contingency: $286,308.68

Total Public Improvements by Crystal River Marketplace: $3,149,395.48

**Note:** Yellow highlighted cells are displaying 10% less of a reduction than what has been constructed. This opinion of probable cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual cost may vary due to bid and market fluctuations.
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: September 10, 2019

TITLE: Carbondale Marketplace, Lot 5B (1st Bank) – Letter of Credit Reduction #3

SUBMITTING DEPARTMENT: Planning Department, Public Works Department

ATTACHMENTS: Letter and backup documentation from Sopris Engineering dated August 15, 2019

BACKGROUND

The final plat of the Carbondale Marketplace Subdivision, recorded on February 28, 2018, created Lots 1 through 5. A subsequent amended plat split Lot 5 into Lots 5A and 5B. The following is a general list of the planned development on the lots in the Carbondale Marketplace Subdivision:

Lot 1: Main Street Marketplace mixed use development
Lot 2: Grocery Store
Lot 3: Fueling Station
Lot 4: 10,000 square foot retail
Lot 5A: Reserved for future development
Lot 5B: Bank

Beginning in the fall of 2018 and continuing this year, the contractor working for Crystal River Marketplace LLC, has been installing infrastructure related to the public improvements contemplated by the Subdivision Improvements Agreement (SIA) for the re-subdivision of lot 5 between the Town and Crystal River Marketplace LLC while installing other public improvements associated with the other lots in the subdivision (which were secured by separate letters of credit associated with separate SIAs).
DISCUSSION

The public improvements for this project are related to public improvements (water lines, roads, sewer lines, small utility trenches, etc.) necessary to serve Lot 5B which is located north of Nieslanik Avenue. At the January 8, 2019, meeting, the Board indicated that they wanted to approve all letter of credit reductions related to this project.

The SIA between the Town and Crystal River Marketplace LLC allows for partial releases of the security as work progresses. The first letter of credit reduction, approved by the Board on January 8, 2019, reduced the letter of credit by $107,249.18, and a second letter of credit reduction approved by the Board on June 11, 2019 further reduced the letter of credit by $25,966.88. This left a remainder of $114,082.64 for outstanding public improvements. Since that time, additional work on public improvements has taken place with the majority of the work related to pavement, curb and gutter and drainage work. Work remaining includes some sidewalk work, signage and striping, and landscaping and irrigation.

This third letter of credit reduction request seeks to further reduce the remaining security by $84,459.65 based on completion of the paving, curb and gutter and drainage work. Staff has reviewed the request received from Sopris Engineering as well as the work completed to-date, and agrees with the quantities completed and the request to reduce the letter of credit by an additional $84,459.65. This would leave the letter of credit for outstanding public improvements at $29,622.99. Staff believes that the completion of all incomplete public improvements will remain adequately secured by the remaining security if the Board approves the requested reduction.

FISCAL ANALYSIS

Approval of the reduction will reduce the overall security for the outstanding public improvements to $29,622.99.

RECOMMENDATION

Staff recommends that the following motion: Move to approve the partial release of $84,459.65 of the letter of credit for the public improvements related to the Carbondale Marketplace, Lot 5B project.

Prepared By: Janet Buck and
Kevin Schorzman

Town Manager
Town of Carbondale  
c/o Janet Buck – Planning Director  
511 Colorado Avenue  
Carbondale, CO 81623  
Email: jbuck@carbondaleco.net

RE: Carbondale Marketplace Lot 5B – Letter of Credit Reduction #3 for Crystal River Marketplace LLC  
(SE Job #14243.07)

Dear Janet,

Sopris Engineering, LLC (SE) has witnessed, reviewed, and managed the installation and testing of public improvements to date and is of the opinion that the public improvements have been installed per the SIA requirements for Lot 5B of the Carbondale Marketplace project. SE, on behalf of Crystal River Marketplace LLC, is requesting a third letter of credit reduction to reflect the improvements that have been installed.

Based on SE’s review, the new letter of credit amount SE is requesting is:

$29,622.99  
(twenty nine thousand, six hundred twenty two dollars and ninety nine cents)

The public improvements cost estimate with the reduction amounts and associated costs has been attached to this letter.

If you have any questions or need any additional information, please call (970) 704-0311.

Sincerely,

SOPRIS ENGINEERING, LLC

Yancy Nichol, PE  
Principal

Cc: Kevin Schorzman – Public Works Director  
Jay Harrington – Town Manager  
Briston Peterson and Korba Andrews – Crystal River Marketplace LLC
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Note: This opinion of probable cost was prepared for budget purposes only. Sopris Engineering, LLC. cannot be held responsible for variances from this estimate as actual cost may vary due to bid and market fluctuations.

1st Bank SIA Cost Estimate
Englewood, CO March 1, 2019
SE Job #16008
August 15, 2019
ATTACHMENT N

16008 COST EST. xls
Board of Trustees Agenda Memorandum

Item No: 7  
Meeting Date: 9/10/19

TITLE: Continued Discussion on Plastic Reduction Efforts

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: 
Banning Plastics from PM Magazine  
E-mail from LBA Associates on single-use plastic initiatives  
Draft Minutes from E Board Meeting of 8/28/19  
Memo from Tarn Udall and Mark Hamilton 5/9/19 on Legal Considerations  
Minutes from 8/13/19 Town Board Meeting

BACKGROUND:
At the August 13th regular Town Board meeting, the Board of Trustees deferred adopting an ordinance expanding the current plastic bag ban. The existing ban applies to single-use plastic bags and imposes a mandatory fee on paper bags, it is limited to large grocers (over 3,500 sq ft) within the Town. Many of the plastic reduction policies throughout the country appear to be specific to individual community goals.

DISCUSSION:
The Town Board discussed the desire to hire a consultant to assist the Town in developing a thorough single-use plastic reduction policy. The E-Board has discussed developing an RFP to hire such a consultant and this seems to be beyond the capacity of an advisory board. Further discussion by the Town Board would be helpful developing a scope of services for an RFP.

The Town Board also contemplated using the Bag Fund to assist in hiring a consultant. It appears that the Bag Fund could support an expenditure of $5,000 in 2020 for consulting services. This has been included in the draft 2020 budget.

Laurie Batchelder Adams provided some thoughts for future steps in our plastic reduction efforts, her email is attached.

RECOMMENDATION:
Staff recommends the Board provide direction on future steps in the Town’s plastic reduction efforts and items to be included in a scope of services for an RFP for consulting services.

Prepared By: Jay Harrington

__________________________
JH  
Town Manager
BANNING PLASTICS: ONE VILLAGE’S APPROACH

Do your homework, develop consensus, and stay current on state legislative developments

In the old days, sun, sand, and surf might have been enough for managers of coastal communities to protect. But with growing public engagement on questions of environmental quality, a global issue can quickly become a local matter.

In Bal Harbour, Florida, a community of about 3,000 people surrounded on three sides by pristine waters, the issue of limiting single-use plastics arose quickly. We are home to a mix of condominiums, impressive beach hotels that have hosted presidents, an internationally known, upscale shopping destination—the Bal Harbour Shops. What started as an initiative to research banning plastic straws expanded to become one of the most complete bans on single-use plastics in Florida.

Few have not seen the disturbing images of marine life and plastic pollution. According to the Ocean Conservancy, plastic has been found in more than 60 percent of all seabirds and 100 percent of sea turtle species, and eight million metric tons are estimated to enter the ocean each year.

The Ocean Conservancy’s 2018 International Coastal Cleanup found that plastic bags, lids, straws, and stirrers were among the top 10 most frequently collected items by thousands of volunteers who tracked debris. The National Oceanic and Atmospheric Administration and numerous state agencies are partners in the organization’s annual cleanup.

As village manager, I had to anticipate the kinds of problems we’d face in getting an ordinance passed—in terms of gaining business support, drafting appropriate language, and managing enforcement. Here is Bal Harbour’s story and the lessons we learned, which may be helpful to other communities that are considering similar environmental action.

The Bal Harbour Story
The story really started in January 2019 with our annual strategic retreat, an informal (but open to the public) daylong session where elected officials and staff can identify and prioritize shared policy goals. Healthy discussion of the pros and cons of a plastics...
ban took place at this meeting. What emerged was a consensus: A plastics ordinance would come up in formal session later in the year.

First, we did our homework. We were well aware of the worldwide movement to keep oceans clean and sea life safe by reducing plastics. Florida’s tourism and entertainment icon—the Walt Disney Company—announced a plan to eliminate single-use plastic straws and stirrers globally by the middle of 2019. And in our community, where two of four hotels are run by Marriott, we found a similar plastic straw ban already in progress. As our mayor, Gabriel Groisman, succinctly noted, “That’s what consumers want.”

We also found that on the retail side, shops and restaurants were likewise on their way to limiting plastics. With this level of momentum, we felt that we could afford to be bolder, with a more sweeping, protective ordinance that went beyond plastic straws.

An important part of our research and preparation was making direct personal contact with affected businesses. Hand delivering the idea—which admittedly is easier in a small municipality—allowed us to assess how long the phase-in period should be, what exceptions might be needed, and how to handle enforcement.

First, for practical reasons, we decided to keep the focus strictly on commercial use—hotel and retail. As Mayor Groisman put it, “It’s not a good practice to ban personal use. We don’t want to have law enforcement come up on people having a picnic.”

Second, we drafted exceptions for medical and dental facilities, for schools, for state or federal government entities, and for individuals who could request a reasonable accommodation for medical, physical or religious reasons.

In drafting language, a somewhat tricky aspect was crafting definitions. What exactly is “single use”? It might be easy to define, for example, a situation where a soft drink and straw are served alongside each other, but what about a kid’s juice pack? Our ordinance created an exception for prepackaged drinks, where the straw is integral to the packaging.

In defining “single use,” we also used identifiable standards for such items as reusable bags, recyclable paper bags, and compostable carryout bags. Here too, we had to give thought to exceptions ranging from food contamination protection to pet waste bags.

Finally, we decided to implement the ordinance in stages.

First, we will conduct a public education campaign until October 1, 2019, allowing vendors to deplete their existing stocks of plastic items. After that, we will start a 60-day written warning period during which our code compliance officers will issue notices of violations. Full compliance, with fines of $250 per infraction for a commercial establishment and $25 for any individual selling or distributing single-use plastics, will begin December 1.

State Developments

Even as we moved forward with our ordinance, we made contingency plans in case of a possible preemption at the state level. At the state capitol, the Florida House and Senate passed legislation that would have created a five-year moratorium on plastic straw ordinances. Knowing a preemption effort was possible, our ordinance was designed to be “severable,” meaning that even if one subsection of the ordinance became unenforceable, the rest of it would remain in effect.

Fortunately—and to our pleasant surprise—Governor Ron DeSantis issued his first veto as governor in rejecting the moratorium bill. In a May 10 message, DeSantis wrote that bans on single-use plastic straws have not “frustrated any state policy or harmed the state’s interests.”

We achieved community and political consensus with quiet, behind-the-scenes staff work and direct engagement with the business community, and we didn’t let the perfect become the enemy of the good.

For coastal communities, stewardship of the oceans and the larger marine ecosystem is deeply connected to name and branding. In Bal Harbour, we’ll continue to proudly think globally and act locally.

Jorge Gonzalez, ICMA-CM, is Village Manager, Bal Harbour, Florida (Jgonzalez@balharbourfl.gov).

ENDNOTES AND RESOURCES

1 Data based on peer-reviewed research reported by the Ocean Conservancy.
2 Study by Jenna Jambeck at the University of Georgia, published in Science: https://science.sciencemag.org/content/347/6213/768/tab-figures-data.
Jay Harrington

From: Kevin Schorzman
Sent: Saturday, August 17, 2019 6:33 PM
To: Jay Harrington
Subject: Fwd: Plastic

--------- Original message ---------
From: Laurie Batchelder Adams <laurie@lbaassoc.com>
Date: 8/16/19 5:57 PM (GMT-07:00)
To: Kevin Schorzman <kschorzman@carbondaleco.net>
Subject: RE: Plastic

Kevin – there are myriad single-use plastic initiatives out there that many NPOs, NGOs, national & global coalitions & consultancies work on. Over 300 U.S cities have some type of plastic pollution legislation (nearly 32 states had legislation in play just this year).

Probably what makes the most sense for the Trustees to:

1. Get a sense of the most common & most successful local programs as well as opportunities for influencing regional (RFV) and state policy that will likely have more impact than anything in Carbondale alone (e.g., extended producer responsibility & deposit laws)
2. Estimate what the plastics generation is in the town – using the (old) Pitkin County waste comp data and the spring 2020 waste comp data req’d of MWR/Waste Connections
3. Articulate a specific plastics goal (i.e., No Single-Use Plastics in Carbondale by 202?) & develop a plastics reduction strategy

Some of the most common approaches include:

- Plastic bag bans – which Carbondale already has but certainly could be expanded
- Plastic straw bans or restricted use (restaurants)
- EPS/Styrofoam food container bans
- Estimating baseline & future impacts on litter generation (often the starting point for plastics programs)
- Water refill stations in public areas
- Reverse vending machines in public areas
- Attracting manufacturers that need recycled plastic (filler for concrete blocks, furniture, clothing, ropes, baskets, mats, etc.) – problem not enough tons in RFV but could also be a state-level push

Key organizations/coalitions include:

- BAN 2.0 (Better Alternatives Now – BAN 3.0 due out soon)
- Plastic Pollution Coalition
- Break Free from Plastic
- Product Stewardship Institute
- National Geographic
- United Nations Environment Program
- Litterati (litter app)

Most of the local & national consultants work on plastics programs & policy. In Colorado, several of us have been involved directly or indirectly in various municipal plastic bag ban/fee programs, efforts to strike down a state law that technically prohibits local govts from banning any plastics, separate effort to support CML’s (hopeful) elimination
of the pre-emption, the recent state plastic straw bill (failed in 2019), etc. LBA & others have developed many local strategic plans to lay out waste reduction objectives & phased-in action plans for implementation. Otherwise, More Recycling out of CA (previously Moore Recycling) is one of the pre-eminent national/global firms that focuses mostly on plastics—don’t know if they work with small towns or if they have ever worked in CO.

May be more info than you wanted but I’m sitting in the airport & has some time. Hope it helps,

Laurie
LBA Associates
303.733.7943

From: Kevin Schorzman <kschorzman@carbondaleco.net>
Sent: Wednesday, August 14, 2019 10:24 AM
To: Laurie Batchelder Adams <laurie@lbaassoc.com>
Subject: RE: Plastic

Things with waste hauling seem to be going fairly well. Sign-up went well but we still have a few stragglers. As far as the plastics go, I think the Board is wanting to look more at what could be done to reduce overall plastic consumption in town, not just expanding our bag ban to a few more stores. I think they are looking holistically trying to see what options are out there and how to implement them (i.e. plastic straws, single-use plastic bottles, and whatever else folks might be trying these days). Does that help?

From: Laurie Batchelder Adams <laurie@lbaassoc.com>
Sent: Wednesday, August 14, 2019 1:30 PM
To: Kevin Schorzman <kschorzman@carbondaleco.net>
Subject: RE: Plastic

Can you be more specific? Do you mean a plastic straw ban, an extended producer responsibility policy, end-market work or other? Maybe a plastic-specific reduction strategy?
And are you talking for a small municipality on the western slope or some other community?

Most waste reduction folks do some of this as part of overall reduction. There are some large national firms who specialize in & some orgs that work on. I can do some digging if you can narrow it down.

How are things going with the hauler/system conversion as you get closer to the witching hour?!

Laurie
LBA Associates
303.733.7943

From: Kevin Schorzman <kschorzman@carbondaleco.net>
Sent: Wednesday, August 14, 2019 4:23 AM
To: Laurie Batchelder Adams <laurie@lbaassoc.com>
Subject: Plastic

Do you know of anyone who specializes in consulting with communities on plastics reduction?
MINUTES
ENVIRONMENTAL BOARD
August 28, 2019

CALL TO ORDER
Colin Quinn called the meeting to order at 6:00 pm on August 28, 2019 in Room 2 at Town Hall.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
Sandy Martin, Member
Joseph DeMoor, Member
Garett Fitzgerald, Member
Scott Mills, Member
Pat Hunter, Alternate

Town Staff Present: Mark O'Meara, Staff Liaison
Kae McDonald, Board Admin
Heather Henry, Trustee Liaison

Guests: Richard Vottaro, Guest
Phi Fileman, CORE Liaison
Katharine Rushton, CLEER Liaison

CONSENT AGENDA
Motion Passed: Pat moved to approve E-board meeting minutes from July 2019. Garrett seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Richard Vottaro was present to address the board concerning the installation of the American Dipper as Carbondale’s official town bird. The presence of the American Dipper is an indicator of a healthy river. He presented more than three pages of supporting signatures (approximately 150) gathered at various places including Dandelion Day.

Comments/Questions:
Garrett: How would the process work, and what is the Environmental Board’s role?
Scott: E-Board would recommend to Board of Trustees.
Mark: The process would be similar to that followed in nominating the dandelion as the town flower. However, should be aware that the Roaring Fork Conservancy has chosen the American Dipper as their emblem and is an icon on their webpage and stationary.
Richard: We will contact them to apprise them of our desire and see how they feel.
Mark: Have you contacted the local Audubon chapter?
Richard: Yes, Mary is a big part of it.
**IDEAS FOR NEW EBOARD PROJECTS**

Colin opened up discussion on ideas for new EBoard projects, if the group is satisfied with how the meetings are, or ideas for additional outreach to inform the general public about the EBoard activities.

Questions/Comments:
- Garrett: What is going to gain some excitement or interest from community?
- Maximum the impact from environmental activities?
- Phi: A table at First Friday would provide a means to disseminate information.
- Katharine: Is there a way to do outreach to schools (single-use plastics, etc.)?
- Garrett: We would need to figure out how to structure that, who would be the source.
- Phi: We could use the Sopris Sun as a vehicle for information dissemination.
- Mark: Do you think there is enough feedback from the BOT/Town for their activities?
- Sandy: No. It would be helpful for that to get to us.
- Mark: As Town Liaison, would be helpful to open channels of communication between the Board and BOT. We need to figure out a better way to get the information on what town is working on; there is a lot of information out there, but you also have to filter a lot.
- Colin: I feel like there has been some good feedback.
- Garrett: I don’t feel like the community members don’t always know what we are working on. I think that is who we need to be communicating with.
- Scott: Contact grassroots community television; no reason not to bring them in. It may be a minimal cost to involve them.
- Colin: It may be hard to have someone at First Friday, but we could utilize one of our board meetings to have an open house.
- Scott: First Friday or an open house would be especially useful for the plastic reduction plan.
- Katharine: It would be a good way to avoid the “I didn’t know” syndrome.
- Garrett: I think we would reach more people if we go to them. Maybe have a table at First Friday twice a year.
- Sandy: This is an administrative point, but is it possible to see the minutes sooner than a day or two before the meeting?
- Mark: What about emailing assignments to remind everyone of what they agreed to do?
- Colin: I don’t mind sending out task assignments, but it just adds to the email chains.
- Scott: If you are passionate, you will do it.
- Colin: Kae, can you send out the minutes when they are completed? I will follow up on assignments with specific individuals.
- Sandy: Going back to outreach, I like Pat’s idea of the Environmental Award.
- Pat: I already have the first candidate—Red Rock Diner.
- Katharine: I think we need to define the process for nomination, and have specific criteria to follow. How will we get people/businesses for nomination?
Pat: We might be able to get the local Rotary group to help out. We need to cast a wide net. We could talk to the high school and get the students interested and involved. It would be a source to feed into.
Colin: I agree with Katharine that criteria and a process need to be defined.
Pat: I can work on that.
Joseph: I would like to keep working on the issue of single occupancy vehicles.
Katharine: Congestion is a big topic right now.
Pat: There have been traffic counters in various areas. Can we access that information and start accumulating data?
Scott: Can we include ebikes in electric vehicle events?
Katharine: They are already included in the Bike-to-Work events.

PLASTIC REDUCTION UPDATE
Colin and Pat attended the July 23 Trustee meeting where we presented a strategic plan for the reduction of plastic one year from now Earth Day 2020. The BOT agreed to three of the four items presented. They agreed to 1) Join Recycle Colorado; 2) Issue a proclamation to actively reduce plastics by Earth Day 2020; 3) Hire a consultant to address specific ways to reduce plastics consumption. The BOT was unwilling to expand the bag ban. The BOT wants to know how involved the EBoard wants to be in developing the RFP for a consultant and if there are specific goals the EBoard would like to see included in the plan.

Questions/Comments:
Pat: I talked to Andrew Gorge, but he doesn’t do that kind of work. I also talked to Adrian Fielder and he recommended Julia Barwell. We should contact other towns that have successfully enacted a plastic bag ban and see what worked.
Phi: Call Recycle Colorado—they have a good contact list.
Sandy: Let’s make sure we don’t get the cart before the horse in terms of having a consultant in mind before the RFP is written. Telluride has a voluntary community plan to reduce single-use plastics.
Colin: I feel like our role was to develop the four items presented to the BOT. Developing the RFP for the consultant is a lot of work, and we are still a voluntary board. We put in a lot of hours on the plastic reduction project, and there is some fatigue on this subject.
Heather: Just a reminder that Town staff has a lot on their plates.

UPDATE ON ENERGY CODE
Scott and Pat attended the BOT work session on Tuesday evening (August 27).
Scott provided a summary on this session: The EBoard can help bring a vision to the implementation of an energy code. There are many good examples that can be used, and Basalt’s could be used regionally. The Mayor did point out a caveat—if solar is required in the energy code, it will eliminate financial incentives (Katharine expanded on this topic). CORE’s goal is net zero. Holy Cross has just announced a new solar project with VISTA, and the energy code should include wiring for solar and EV chargers. The BOT would like to bypass net zero and go to positive energy feedback.
Questions/Comments:
Katharine: What proposals were introduced at the Work Session?
Phi: There were four different suggestions including energy, energy code, etc.
Scott: The big BOT question was the cost of solar, and how these will impact the ADU, multi-family residences.
Katharine: There will need to be tweaks to any proposal. CLEER, in conjunction with CORE, is working on a report for the BOT on net zero, etc.
Colin: Is the EBoard providing enough support?
Katharine: We can communicate with the Energy Subcommittee.
Heather: The Energy Subcommittee can then summarize and bring to the EBoard meeting.
Katharine: CLEER is working on a big report that will summarize what other communities have done, existing strategies and technologies, a GAP analysis, and then tie it to Carbondale's climate action plan and a step-by-step way to move forward.
Pat: We do need to look at the big picture—Carbondale doesn't have a lot of new homes to build, so making new homes solar efficient won't make a big dent in energy use. We need to take this momentum and apply it to existing neighborhoods and figure out what that may look like.
Colin: CORE and CLEER will communicate with the EBoard and Subcommittee on their report as appropriate.

**HOUSEKEEPING ITEMS**
Colin asked if there was anything else board members would like to discuss. Pat asked if the EBoard could implement an attendance requirement to stay on the board. There have been a number of meetings where there have been insufficient members to make a quorum. Colin agreed that not having a quorum is a big problem, but he reminded everyone that this is a volunteer board and people do have things that come up. Garrett felt like it was a good idea to have some criteria, and people could get pre-approval for an extended absence. Heather suggested that someone check other boards and commission for wording.

Pat motioned that the E-board include a rule if board members miss three meetings in a row, or miss three in six meetings, they will be removed from the board; Scott seconded the motion. There was one vote in favor and five opposed; **the motion did not carry.**

**ADJOURNMENT**
The August 28, 2019, regular meeting adjourned at 7:50 p.m. The next regular meeting is scheduled on September 23, 2019 at 6:00 pm.

Respectfully submitted,
Kae McDonald
MEMORANDUM

May 9, 2019

TO: Board of Trustees, Town of Carbondale

FROM: Tarn Udall and Mark Hamilton, Holland & Hart LLP

RE: Municipal Bans on Plastics and Containers – Legal Considerations

As described in the enclosed Colorado Sun article, a provision of the state waste diversion and recycling statute is drawing attention as municipalities consider banning single-use products like plastic bags, plastic straws, and Styrofoam food containers.

The statutory provision provides: “[n]o unit of local government shall require or prohibit the use or sale of specific types of plastic materials or products or restrict or mandate containers, packaging, or labeling for any consumer products.” C.R.S. § 25-17-104 (Local government preemption).

This provision has been on the books in its current form since 1993. Since then, at least nine Colorado communities, including the Town of Carbondale, have enacted bans on single-use plastic grocery bags or have required stores to charge a fee for bags.

As stated by the Telluride attorney in the enclosed article, the legislative intent could be construed narrowly as a prohibition on local government interference with recycling of plastics and not as a blanket preemption of municipal bans on single-use plastics and containers. But this has never been tested in court, and until a judge weighs in, some amount of litigation risk exists. Depending on the specific claims made, the Town’s liability insurance may not cover a preemption challenge.

There is an ongoing effort to urge state legislators to amend or repeal the preemption provision. But uncertainty surrounding the statute has recently prompted municipalities, including Denver and Avon, to pause or limit efforts to ban single-use plastics and containers.

CTU/
Encl.
SPECIAL EVENT LIQUOR LICENSE – CARBONDALE CLAY CENTER

Carbondale Clay Center has applied for a Special Event Liquor License for their annual fundraiser. 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 Liquor License. Trustee Sparhawk seconded the motion and it passed with:

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

PUBLIC HEARING – TRANSFER OF LIQUOR LICENSE – RHUMBA GIRL LIQUOR

Applicant: Rodney Turner
Location: 1310 Highway 133

Rhumba Girl Liquor has applied for a transfer of a retail store liquor license. All fees have been paid and the Police Department has reported no problems with the applicant or the premises. The police recommend approval.

Mayor Richardson opened the public hearing. There was no one present who wished to address the Board so Mayor Richardson closed the public hearing.

Trustee Silverstein made a motion to approve the transfer of Rumba Girl Liquor's retail store license. Trustee Sparhawk seconded the motion and it passed with:

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

ORDINANCE NO. 12, SERIES OF 2019 – EXPANDING THE PLASTIC BAG BAN

Trustee Silverstein stated that at the last meeting the Trustees asked the Environmental Board (Eboard) if they had contacted the store owners who would be impacted by an expanded plastic bag ban. It was discovered that the correct people were not contacted and they feel that they have been blindsided.

Trustee Henry apologized that more outreach was not done. It was not the Eboard's intent to not communicate with the retailers.

Trustee Silverstein stated that the intent of the expansion was to get rid of plastic bags, yet three of the four retailers don't provide plastic bags to customers. Trustee Silverstein believes that the expansion will put the retailers at a competitive disadvantage. There are also cultural considerations. Trustee Bohmfalk shares Trustee Silverstein's concerns but if it is in the best interest of the Town he will support the ban regardless of opposition by the retailers. Trustee Bohmfalk stated he is willing to change the amount the retailer can keep if it is onerous to collect the fee.

Mayor Richardson opened the meeting to public comment.
Federico Pena, owner of Sopris Liquor and Wine, stated that he is in favor of doing the right thing to save the environment. He is disappointed with the lack of communication by the Eboard. Lack of communication led to misinformation. Sopris Liquor has never provided plastic bags. He believes the expanded ban will put him at a competitive disadvantage because he will have to charge for paper bags; some of his customers will go elsewhere. He asked the Trustees if they want to see people walking around town with liquor bottles. If we expand the ban it should include all retailers – ban plastic throughout town and don’t charge a fee for a paper bag. There is also a cultural factor: 70% of the paper bags are provided to Latino customers who don’t want to draw attention to themselves.

Chris Peterson, of ACE Hardware, stated that he put the ban through the Rotary 4-Way test and it failed every part of the test. He respects the difference the Town is trying to make. He is surprised Kroeger didn’t sue the Town for being singled out during the initial ban. ACE will not be distributing (paper) bags once their plastic bag supply runs out because collecting a bag fee will be a nightmare. He asked the Board to change the definition of disposable bag by removing the door hanger bag. Also, change the definition of grocer to: any seller of goods located within the Town’s limits. He didn’t hear about this proposal until last Friday. He asked the Board to consider passing a resolution stating that they won’t pass an ordinance without contacting those who will be impacted prior to the hearing.

Colin Quinn, Chair of the Eboard, apologized that there wasn’t enough outreach. They support the town business owners. He is happy to revisit the ordinance.

Will Grambois, Editor of the Sopris Sun, stated that the Sun did an article on the proposed ban on May 15th and then they covered it again on July 24th. He would like to know how the press failed so they can do a better job.

Mayor Richardson stated that he agrees with most of the comments made except a resolution requiring every stakeholder who will be impacted be contacted – it’s not realistic. He doesn’t want to put any business in an unfair competitive disadvantage and it seems the fee complicates things for our businesses.

Trustee Henry stated that she appreciates the Rotary 4-way test. The decisions we make today should impact the next seven future generations. She heard tonight that there is support for a town-wide ban. The intent of the original ban was never to just have the ban exclusively at City Market, it was eventually going to expand. She agrees that the fee structure over complicates things. If expanded, the town-wide bag fee doesn’t make sense. Hiring a consultant to tackle reducing plastic makes sense.

Trustee Silverstein stated that the paper bag fee puts undue burden on businesses. The goal is to get rid of plastic bags.

Trustee Kitching stated that she is uncomfortable supporting the ordinance as written without fully understanding the financial impact it will have on businesses.
Trustee Bohmfalk stated he was initially sceptic about expanding the ban. The ordinance needs more work; he is not comfortable with it as written. He is worried that we are focusing on one small aspect of a problem – it can distract us. The paper bag fee presents a challenge. He noted that paper bags create a bigger carbon problem than plastic. The consumer needs to be incentivized to not get any bags which would require a fee. We should hire a consultant to help us research the issue and do the outreach.

Trustee Silverstein stated that hiring a consultant is a good idea; we need professional help. Whole Foods gives you a credit if you bring bags; it gives the customer a positive incentive to bring their own bags.

Mayor Richardson stated that three of the four businesses the ban would affect don't distribute plastic bags. The fee has a competitive disadvantage. He does not support the ordinance. He agrees that the Town should hire a consultant.

Patrick Hunter, Eboard member, stated that it was never the intention of the Eboard to have stores switch to paper, it was to get rid of plastic. We are trying to change behavior and perceptions. A fee will make people change their habits.

The Board supported the idea of developing a scope of work and hire a consultant.

UPDATE ON CRYSTAL RIVER PROJECT

Jason Jaynes, representing DHM, and Quinn Donnelly, representing RiverRestoration, were present at the meeting.

They said that the project team developed two alternatives for the project area. A series of meetings were held and the stakeholders preferred to include components from both concept alternatives. The components they will be focusing on include:

- Accessible walk/stair improvements from the north side of Crystal Bridge Dr.
- Create defined access points to the river to help protect restored bank areas
- Improve existing trails
- Minimize impacts to healthy areas of the park and focus on improvements in degraded areas
- Install a kiosk with interpretive signage and a split rail fence and gate for seasonal closure
- Protect and enhance the riparian area
- Protect bird habitat
- Protect the existing wetland areas
- Improve the Weaver Headgate
- Re-establish the low flow channel
- Undertake bank improvements

Discussion ensued.
Board of Trustees Agenda Memorandum

Item No: 8
Attachment M
Meeting Date: 09/10/19

TITLE: Revival of Student Trustee Discussion

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: None

BACKGROUND:
From 2002 to 2013, the Town Board had a Student Trustee. The position was non-voting and provided input on agenda items. It ended after the 2013 school year when the interest in the program subsided. The Town also had a student representative to the Parks and Rec Commission that started in 2002, this position has also ended.

DISCUSSION:
Youth Zone coordinated both the Student Trustee and Student Parks and Recreation Representatives. Terms were for one school year from September to May. Students from Bridges and Roaring Fork High Schools were eligible to participate in the program. The participating students were provided letters of reference upon the completion of their term.

RECOMMENDATION:
Staff recommends the Board provides direction on your interest in reestablishing this program.

Prepared By: Jay Harrington

JH
Town Manager
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday August 15, 2019

Commissioners Present:
- Ken Harrington, Vice-Chair
- Jeff Davlyn
- Jay Engstrom
- Jade Wimberley
- Nicholas DiFrank (1st Alternate)

Staff Present:
- John Leybourne, Planner
- Mary Sikes, Planning Assistant

Commissioners Absent:
- Michael Durant, Chair
- Nick Miscione
- Tristan Francis (2nd Alternate)
- Marina Skiles

Other Persons Present
- Mark Chain

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

July 11, 2019 Minutes:

Nicholas made a motion to approve the July 11, 2019 minutes. Jade seconded the motion and they were approved unanimously.

CONTINUED PUBLIC HEARING – REQUEST FOR CONTINUANCE
Crystal Acres PUD Amendment
Applicant: Jerome and Donna Dayton
Location: 315 Oak Run Road

Jeff made a motion to continue the public hearing for the PUD Amendment for the Crystal Acres PUD to August 29, 2019. Nicholas seconded the motion and it was approved unanimously.

Resolution 9, Series of 2019 - Approving RVR Minor Plat Amendment – 403 & 417 Crystal Canyon Drive

Nicholas made a motion to approve Resolution 9, Series of 2019, approving the Minor Plat Amendment at 403 and 417 Crystal Canyon Drive. Jay seconded the motion and it was approved unanimously.
Public Comment – Persons Present Not on the Agenda

There were no persons present to speak on a non-agenda item.

PUBLIC HEARING – Final Subdivision Plat/Resubdivision
Location: Lot A, Crystal Village PUD Filing No. 3
Applicants: CBS Village Lane, LLC

John said that this is an application to resubdivide Lot A, Crystal Village PUD into 7 townhome units located in two buildings. He said that the Planning Commission is required to hold a public hearing and to recommend approval of the application or recommend to deny it. He said that the Commission may also continue the public hearing.

John stated that the development of Lot A was approved by Ordinance No. 14 series of 2017 after public hearings before the Planning Commission and the Board of Trustee’s. He said that the Ordinance approved a Major Site Plan Review and Major Plat Amendment for the construction of two buildings, housing 7 residential units. He said that two of these units are restricted per the Recorded Community Housing Mitigation Agreement dated July 25, 2017 (attached). He said that this agreement restricts one three-bedroom unit to be an AMI Category 2 and one other unit to be RO, or Owner Occupied.

Mark Chain gave the history of this application and project. He said that the Rockford Ditch has been changed and relocated. He said that not all of the final documents have been completed yet as it is complicated.

There were no members of the public to speak on this application.

Motion to Close Public Hearing

A motion was made by Jay to close the public hearing. Jeff seconded the motion and it was approved unanimously.

Jade commented that the corner of Main Street and Hendrick Drive seems to be flooding after the ditch was covered.

Motion

Jay made a motion to recommend approval of the Village Lane North Townhomes Resubdivision/Final Plat with the suggested findings and conditions. Nicholas seconded the motion and it was recommended unanimously.

Mark Chain suggested that the seating in the Board room be arranged so that there is more seating for the public. He said that at the old Town Hall there was a lot more seating for the public.
Staff Update

John said that the quarterly report for the Planning Department was included in the packet. He said that it’s busy along Highway 133.

Mary said that the City Market building permit was issued yesterday.

Commissioner Comments

Jade asked about the lighting codes in the UDC. She wanted information regarding the cobra lights on Second Street and the possibility of a petition to get the lights changed.

Motion to Adjourn

A motion was made by Jeff to adjourn. Nicholas seconded the motion and the meeting was adjourned at 7:25 p.m.
MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
July 10, 2019, 2019

Becky Moller called the Carbondale Parks & Recreation Commission meeting to order at 7:04 p.m. on July 10, 2019, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

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<th>Members:</th>
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<tr>
<td>Becky Moller, Chair</td>
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<tr>
<td>John Williams, Member</td>
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<tr>
<td>Hollis Sutherland, Member</td>
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<td>Rose Rosello, Member</td>
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<td>Genevieve Villamizar-Alternate</td>
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<table>
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<tr>
<th>Absent:</th>
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<tr>
<td>Ashley Allis, Member</td>
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<td>Tracy Wilson, Vice Chair,</td>
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<td>Todd Chamberlin, Member</td>
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<td>Cami Britt, Alternate</td>
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<th>Town Staff Present:</th>
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<td>Eric Brendlinger, Parks &amp; Recreation Director</td>
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<td>Luis Yllanes</td>
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CONSENT AGENDA
Rose Rosello moved to approve the minutes from the Parks & Recreation Commission meeting on June 19, 2019 with the changes discussed. John Williams seconded the motion, and it was unanimously approved. Eric will correct the minutes for the website.

PERSONS PRESENT NOT ON THE AGENDA
Rita Marsh & John Hoffman were present to present the idea for Indigenous Peoples Day to replace Columbus Day.
Columbus Day is historically the second Monday of October. John presented a petition, read a proclamation, and would like to get the blessing of the Parks & Recreation commission.
Rita said she had a talk with the Mayor and he wanted it to go through the Parks & Rec Commission members for feedback.
Eric mentioned that no formal motion or decision could be made tonight because the item was not on the official agenda. Eric also mentioned that the purview of the Parks & Recreation Commission would be to endorse the use of Nuche Park for the ceremony on the second Monday in October. A park rental use agreement would need to be filled out with details of the event, numbers expected and an organization willing to be in charge of the event. The P & R Commissioners would also be involved in regards to any future use of Nuche Park or any park improvements.
Rita mentioned that there is a draft a plan for improvements to Nuche park.
Becky mentioned that this plan will need to come before the P & R Board for approval.
Rita explained that the plan is to restore the property with more natural grasses and native plants, to bring it back to its natural state. Adrian Fielder is working with them and the CMC Sustainability Program.
They will go to a trustees meeting to get the day approved and the proclamation, then back to us with a plan for the event itself on October 13th, 2019.

Roaring Fork Pickleball Association Court Naming Request
Cilia Dickinson, President of RFPA and James Noyes, board member of RFPA, were present to answer any questions the commissioners had.
Eric explained the Town process from Resolution No. 15 Series of 2013, which requires the public to bring a naming or renaming of a park or facility, or a portion of a facility (sub-element) to the P & R Commission for consideration. The Roaring Fork Pickleball Association included a letter requesting that the soon to be constructed
pickleball courts at the North Face Park be named Young-Calaway Pickleball Courts ... Alpine Bank. The next step is for P & R Commissioners to support a 45 day public comment period that starts after their acceptance to begin the process. Signs will be posted on-site with these details and an advertisement will be taken out in the local paper and on our website. This is derived from the Town policy that allows the naming if it honors a donor’s wishes or a philanthropist, living or deceased who have made an outstanding contribution to the Carbondale community.

The issue was then opened up to questioning.

Questions:
Hollis- does this apply to individual courts naming?
Eric explained that the process would not be followed for each individual court, just for the overall name of the facility.

Hollis- How did you come up with the Young-Calaway name?
Jim- In April the RFPA started to fundraise, went to Alpine Bank for original ask, would like to honor the Calaway name without asking them for money and then look for support as a tribute to the Calaway name for what they have done for the valley, then Alpine Bank suggested Bob Young be added to the court name. RFPA felt this was respectful and would honor two names that have donated a lot to the valley.

Hollis-asked why Jim Noyes is not also a part of the name due to his financial contribution to the fundraising.
Jim: did not want to be pretentious and saw his contribution as an anonymous donation in regards to the naming of the courts.

Becky- asked how the fundraising was going.
Jim- Fundraising $220,000 raised, cushioned courts $20,000 to $30,000 extra. Potential FMLD grant for a change order to add shade structure and concrete patio to the North side of the courts between the existing tennis courts and the pickelball courts. FMLD mini-grant for $25,000 for the fall cycle which opens in August, with awards announced in October.

John Williams makes a motion to support the naming of the Pickleball Courts the Young-Calaway Pickleball Courts... Alpine Bank. Hollis seconded. Commissioners unanimously voted yes.

Crystal River Restoration & Weaver Ditch Enhancement Project Update.
Quinn Donnelly with River Restoration was present to answer any question the commissioners had on the timeline and next steps of the project.

Eric explained that utilizing the two plans created by public input and stakeholder meetings and compiled by subcontractors have come up with a preliminary design that had two levels of development. The project partners met in June with the goal of getting the project to the preliminary design and permitting stage. Partners include the Town of Carbondale, Aspen Valley Land Trust, Roaring Fork Conservancy, American Rivers, Trout Unlimited, Colorado parks & Wildlife, Public Council of the Rockies. They worked with extensive public comments from the Audubon Society and the general public and have, shared the two levels of conceptual development. This meeting in June was to direct the consultant team to proceed with the design with a summary provided by Matt Annabel, Communication and Outreach Director for AVL T. This document was included in the commissioner’s packet.

Eric explained that many of the project elements are outside of the advisory capacity of the P & R Commission, such as the instream and Weaver Diversion improvements, but it was necessary to share the plans findings with the P & R Commission in regards to access to the park. The project team has a few designs for ADA access to the park with the last design being the preferred but with staff and consultant concerns. DHM provide the new ADA trail details

- New trail would be a 250’ length
- Walk way is 5% maximum, so no guard rails are needed
- Boulder walls are 30” maximum, so no guard rails needed, Assumed site-sourced boulders
- Assumes the walk is built out of concrete and the stairs are rebuilt.
- $30,00 to $35,000 trail cost premium over replacing the existing stairs. Asphalt in lieu of concrete may reduce the cost a little.

Included in the packet were copies of staff comments not supporting the ADA access due to the following reasons:
- Parking 500 feet away from entrance
- Need to cross street from existing handicap parking spot
- No ADA ramp in curb on west side sidewalk,
- Mid-block crosswalk needed and dangerous at an uncontrolled intersection
- Other park river access points might be better suited for ADA river access. I.e.- Gateway Park (Bob Terrell State Wildlife Area) on the Roaring Fork or Riverfront Park below North Bridge in RVR due to grade and parking availability.

The project was opened up for questions:

Hollis - can we put Handicapped parking spots in the right of way next to the trailhead and on the same side of the road?

Eric mentioned that no additional parking has been approved for this plan by RVR.

Becky - Master Plan ADA accessibility was very high on the list. Parking lot is close to road from the ranch and you could add a stop sign and a crosswalk. ADA and handicapped access grant availability, so she feels additional cost should not be an issue. Not a logical spot, but if we have the ability to provide access to the designed class room space, we should.

Eric mentioned the cart path for the golf course and a potential access for a handicapped person to the park utilizing this path with permission on special occasions.

Rose - we should make it ADA. Worried about not enough parking,

Quinn - Level one design made sure this was not a destination with additional parking. There will still be a seasonal raptor closures, and no dogs allowed. RVR do not want changes on the road or additional parking.

John - asked if bankside access was available for fishing if they are in a wheelchair?

Quinn- Yes, not the ramp down to the river, that was seen in design two, but they can get close to the river.

Hollis- asked where the commissioners comments on the project will go from here?

Eric- It will go back to the project consultants, and the stakeholders. Quinn is here to hear the comments first hand and they will also be represented in the minutes.

Genevieve - Can we look at one or two ADA parking spots on the south west side of the bridge? This will eliminate the need for a crosswalk. Turn the path into an experience with signs and educational information to enhance the trail and experience while on the way there.

Rose - Nature scavenger hunts all the rage so this property would be perfect.

John- Can you add a bike rack?

Quinn- Bike rack in grass by parking area is planned.

Quinn - Next steps

By August 2019 the team hopes to have 60 percent of design completed to allow for permitting and fundraising, and also for the submission of an Army Corps of Engineering Permitting

Children & Nature Network's 2019 International Conference Genevieve Villamizar

Genevieve presented her experience garnered from attending this international Conference of the Children and Nature Network. The conference took place in May of 2019 and was created by Richard Louve, the author of Last Child in the Woods. Genevieve is part of the Colorado Western University Maters Program and her masters project will be Rewilding Children and the Environment:

She explained that there has been a shift in thinking what the managed landscape should look like. I.e.- Originally Highway 133 zone was going to be sod, requiring irrigation and mowing, but there is a new ecological code in light of the new arid future. Public is happy with this decision so we know shift in thought processes are possible. She is focusing on the Free Play oriented environment vs. organized after school programming and sports which always has a coach or parent telling them what to do, or a plastic and metal themed playground vs a forest within a park.

She covered the keynote speakers, topics of discussion and common themes from the Conference. The prevalent theme was "Bringing nature back to school campuses and playgrounds ".

One validation she came away with: This is a big movement, she is not alone.

Delaney Nature Park: proposing an original idea to provide a place for children and parents to connect with nature together, to deal with anxiety, stress, depression, and addiction.

Multitude of different ecosystems, wide open and intimate, potential for restoration and habitat, wildlife, migration, and birds, seasonal changes and opportunities for kids to explore and connect.
Solar panels, archery, fencing off zones, were contentious to some, dog use contentions for some. Vision is to reach out to create a steering committee with diverse ages and backgrounds to explore the Nature Play Theme in Delaney Nature Park. Questions that need to be answer:

- What play features would be a draw, what would give teenagers an additional place to go. 5 to 7 different play amenities to draw people in, not just dog walkers. These are not playground elements. These are natural things, a loose parts area, a gravel pile, to dig and excavate, they would conceive of it, it would not look like a playground with steel and color.
- This could be the start for the work for a new Master Plan for Delaney- identify who are the stakeholders, what public visions and ideas exist, address opposition, how to work with that, public outreach to figure out which negatives into positives need to be answered.
- There would be an educational component, blinds, to hide and observe, logs for turtles, with observation not interacting being the resource.
- Maintenance and economic feasibility research are a part of this project also.
- Creating young stewards is needed, envisions annual plantings of native plants with the science behind it. Improving upon what is supposed to be a nature park.
- Using the social capital of our community to take care of the park by involving the public in the planning process.

Asking the P & R Commission for support and to be her sponsor for her masters thesis project. No monetary commitment, just a green light to move forward with her educational work. She wants to know what her next step is in the process.

Opened it up for discussion:
Becky-We do not presently mow the grass in the park so how would the plan deal with the existing park issues, ongoing element maintenance, dog doo, long grass could cover up the elements. She mentioned a smaller scale project with one or two elements to get it accomplished.
Genevieve- This is a 600 hour project- May of 2021 due date and it can be either information gathering and conceptual vs. actual implementation. Discussion was about a smaller implementable project in one of our parks. Eric mentioned that our master plan wanted us to take care of the amenities we have and that our public park playgrounds are all reaching their life span and will need to be replaced soon. Could this project be one of those replacement playgrounds?

Genevieve explained that a confined, bordered space does not work for this concept. It needs a larger and more natural place. Wants to get kids involved from the start.
Eric suggested that this work would parallel what a planning consultant would accomplish with an indepth study into the future of one of our parks and promoted the conceptual idea vs. the implementation strategy. Suggestions by commissioners for other park spaces that should be looked at for her project: North Bridge Riverfront Park, the north side of the Crystal River has an open space and riverside trail zone, but no parking is available here, and the south side of the trail has a large open space primitive passive park, with old farm equipment, riverfront riparian zone, uplands and river access and parking.

Next step: Picking a park and a type of plan, conceptual vs. implementation or design/build.
Spoke about location: riverfront parks as alternative locations to the Delaney Nature Park. The Riverfront Parks are Town parks within RVR and subject to the RVR covenants.
Eric suggested that this project should be a conceptual approach without picking a park or location until these other issues are figured out. Genevieve thinks this is doable.
Eric will check on the rules and regulation governing the passive park use in the Riverfront Park parcels. He will also check on RVR covenants for the riverfront parks and access restriction to the public.

Parks Tour Review for budget priority exercise
A quick review from our June Parks tour prioritizing some of the improvements needed with 2020 budget request of Commissioner’s wanted to continue to improve our park bathrooms and to look at some additional communication through signage in Delaney Nature Park and at Nuche Park.

REPORT & UPDATES

Eric Brendlinger, P & R Director: Mentioned special event season is going well 4th of July Parade and Pool party was very successful. The parade is a: kids parade:, non-motorized or politicized, and it rolls into the park for
Ice cream sandwiches, watermelon, a bounce house, live music and the pool party. Great feedback on the pool party and the games. A true family event, that requires us to have all employees on duty on the holiday. Pool numbers are behind last years totals, but this is to be expected due to weather we are experiencing. Other summer programming is going well and filing up. Staff is working long hours, holiday, weekends to make it all happen.

Jessie Rochel, Recreation Center Manager: New piece of fitness equipment arrived today to replace one of our older treadmills. It is a rotating stair mill, and the feedback has been positive from the members.

Commissioners: John: Any word from RVR on the timing of the playground replacement? Eric –No, He spoke with Sterling Page, GM, and he said it is in this year’s budget for a full replacement.
Hollis: Gave information on a weed document meeting that took place between Mike Callus, (Town Arborist), Derek Mille, (Town Maintenance Lead), Gwen Garcelon, (Roaring Fork Food Alliance), Becky Moller (P & R Commission Chair) and Debbie Martin, (Master Gardener, Glenwood Springs Weed Task Force Representative). This group conducted a final editing of the 4 year old document. It will be in front of the Parks & Rec in September for recommendation for approval by the Board of Trustees in October. There was also the creation of a van Weed Tour, that is set for August 6th from 12 noon to 3 pm. Invitation for this first tour will go out to Commissioners, the weed board, local Master Gardeners, with the potential to offer it to Town citizens in the future.

Luis Yllanes, Trustee Liaison: First Friday- Shared some comments from the public on when we open the streets during First Fridays. Some comments received were wanting it to be later in the night at 10 pm. Luis also had citizens requesting that we offer some food at the pool, even if it is just on weekends. The solution is the presence of outside licensed food trucks due to the lack of staffing to operate a concession stand.

Becky- Videoed a park employee driving down the bike path behind Weaver Cemetery to pick up the doggie pot trash.

ADJOURNMENT
Rose motioned to adjourn. Hollis Seconded. July 10th, 2019, regular meeting adjourned at 9:00pm. The next regularly scheduled meeting is set for August 14, 2019 at 7:00 pm.

Respectfully submitted,
Eric Brendlinger
Parks & Recreation Director
MINUTES
ENVIRONMENTAL BOARD
July 22, 2019

CALL TO ORDER
Colin Quinn called the meeting to order at 6:00 pm on July 22, 2019 in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
                 Sandy Marlin, Member
                 Pat Hunter, Member
                 Frosty Marriott, Member
                 Joseph DeMoor, Member
                 Garett Fitzgerald, Member
                 Jim Kirschvink, Member

Town Staff Present: Mark O'Meara, Staff Liaison
                   Angie Sprang, Board Admin
                   Heather Henry, Trustee Liaison

Guests: Doug Goldsmith, Guest
         Alyssa Reindel, Guest
         Mike Bouchet, CORE Liaison

PERSONS PRESENT NOT ON THE AGENDA
There were no persons present, not on the agenda, who wished to address the board.

CONSENT AGENDA
Motion Passed: Pat moved to approve E-board meeting minutes from May & June 2019. Sandy seconded the motion, and it was unanimously approved.

PLASTIC REDUCTION UPDATE
At the Trustee meeting on July 23, the E-Board will be proposing that the Trustees commit to a strategic plan for the reduction of plastic one year from now Earth Day 2020. Frosty did an interview with the Post Independent to encourage local support.

Discussion ensued. Pat Hunter moved to recommend that the Trustees move forward on the plastic issues as stated in the memo to the Trustees. Garett seconded the motion. Unanimously approved. – Comments noted: there is a 3 day Recycle Colorado event not included in the price of membership in Recycle Colorado. The Town will be supporting statewide plastics reduction efforts, and they will provide services to the town (e.g. summit event & policy info). If we join,
we have voting rights. Prefer full plastic ban, but agree this is a step in the right direction.

**ENERGY EFFICIENCY: PROMOTING LOCAL BUSINESSES AND INDIVIDUALS**

There may be a new solar array outside of Aspen. Please communicate any ideas for framing a public message around solar. Mike Bouchet, CORE Liaison, inquired about support for the solar array. In one month, there will be one more meeting regarding the solar array.

Pat motioned to approve work on recognizing local businesses and restaurants with an award/monthly ad in the Sopris Sun for environmentally friendly efforts. Pat will create criteria for the effort. The order of the Dandelion Award will be advertised in the Sopris Sun also. Jim seconded the motion. Unanimously approved.

**LABELING TREE UPDATE**

A final tree labeling proposal will go to the Trustees soon.

**PRIORITIES MOVING FORWARD**

Suggested to think about priorities for next year and budget as we are approaching budget season.

**E-BOARD BUDGET**

Suggested to think about the E-board budget for next year as we are approaching budget season.

**ADJOURNMENT**

The July 22, 2019, regular meeting adjourned at 7:40 p.m. The next regular meeting is scheduled on August 26, 2019 at 6:00 pm.

Respectfully submitted,
Angie Sprang