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| 6:00  | 2. Consent Agenda  
  a. Accounts Payable  
  b. BOT 9/12/17 Regular Meeting Minutes  
  c. Liquor License Renewal – Pan & Fork  
  d. Liquor License Renewal – City Market  
  e. VALE Recommendations for Appointment  
  f. Parks & Recreation Commission Recommendations for Re-Appointment | ATTACHMENT A  
  ATTACHMENT B  
  ATTACHMENT C  
  ATTACHMENT D  
  ATTACHMENT E  
  ATTACHMENT F  
  BOT Action Desired |
| 6:05  | 3. Persons Present Not On The Agenda | |
| 6:15  | 4. Trustee Comments | |
| 6:25  | 5. Attorney’s Comments | |
| 6:30  | 6. Special Event Liquor License – Mt. Sopris Montessori School | ATTACHMENT G  
  BOT Action Desired |
| 6:35  | 7. S. P. Manufacturing – Modification of Premises – Retail and Medical Marijuana Infused Products Facility | ATTACHMENT H  
  BOT Action Desired |
<p>| 6:45  | 8. YouthZone Presentation | NO ATTACHMENT Presentation |
| 6:55  | 9. GCE Update | ATTACHMENT J Presentation |
| 7:10  | 10. Mt. Sopris Historical Society Update | ATTACHMENT K Presentation |</p>
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<td>14. Trash Hauling Discussion</td>
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<td>15. Consent to 3rd Street Center Amended Loan Documents</td>
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<td>16. Advisory Board Minutes</td>
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<td>a. Planning &amp; Zoning 8/24/17 Minutes</td>
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<td>17. Town Manager’s Annual Performance Evaluation</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 09.26.17

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 09.26.17

DISCUSSION: The accounts payable include payments to vendors repairing the Holland Thompson House in the amount of $21,190.17. The repairs are being paid through a grant with the Colorado Historical Society. $34,869.00 was the bill from PNCl Construction for the 2nd draw on the siding at Nettle Creek. Overall the project is 35% complete. Muller Construction is being paid $34,181.90 for the 3rd pay application on the Crystal Well House improvements. The project is close to completion.

The payroll for 9.22.17 was $157,222.49. Tax liability for the town was $9,505.95. Pension and Retirement liability was $9,622.39. The payroll for 9.08.17 was 156,498.64. Tax liability for the town was 9,110.17. Pension and Retirement liability was $10,001.82.

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

Renae
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MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
SEPTEMBER 12, 2017

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on September 12, 2017, 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
Marty Silverstein
Erica Sparhawk
Luis Yllanes
Ben Bohmfalk
Frosty Merriott
Heather Henry

Staff Present:
Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Finance Director
Renae Gustine

Public Works Director
Kevin Schorzman

Police Chief
Gene Schilling

Utilities Director
Mark O’Meara

CONSENT AGENDA

- Accounts Payable totaling $167,224.91
- BOT 8/15/17 Work Session Minutes
- BOT 8/22/17 Regular Meeting Minutes
- Liquor License Renewal – 7-Eleven
- Recommendation for Re-Appointment – Environmental Board
- Ordinance No. 14, Series of 2017 – Lot A, Crystal Village
- Major Site Plan Review and Major Plat Amendment
- Household Hazardous Waste Day Proposal for eWaste
CONSENT AGENDA

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

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

PERSONS PRESENT NOT ON THE AGENDA

There was no one present who wished to address the Board.

TRUSTEE COMMENTS

Trustee Silverstein stated that that last week the Second Sunday of Summer Concerts Series ended; it was a huge success.

Trustee Silverstein thanked retiring Sopris Sun reporter John Colson for his year of service to the community.

Trustee Silverstein announced that the CARE benefit is Saturday September 16th at the Orchard.

Trustee Silverstein stated that he has heart felt concern for Houston, Florida and Mexico that have been ravaged by hurricanes and an earthquake.

Trustee Bohmfalk informed the Board that he attended the Bike/Pedestrian/Trails Commission meeting on September 11th. They split up in to groups and identified priority issues such as lighting, gaps in trails, etc.

Trustee Bohmfalk stated that he would like the Board to consider moving the Special Event Liquor Licenses to the Consent Agenda.

Trustee Yllanes announced that on Sunday September 17th the Aspen Art Museum will be hosting a free Arte en Espanol event. The museum is offering free family portraits.

Mayor Richardson congratulated RFTA for doing an incredible job during the Grand Avenue Bridge closure.

Mayor Richardson read an email he received from Excel Energy proposing a new energy saving plan. The Town’s energy bills have been decreasing which is great news.

Mayor Richardson stated that he attended the Wilderness Workshop/Western Slope Conservation Center event. Mayor Richardson also attended the Mayor’s Summit in
Denver. The takeaways from the Mayor's meeting include: the Budget Committee is working in a bi-partisan fashion. Colorado spends 12% of its budget on criminals and only 8% on higher education. Gas tax revenue is increasing while purchasing power is decreasing. Also, the State mandates an enormous amount of unfunded police training. Police are trending from deadly force to de-escalation. Lt. Governor Donna Lynn spoke. She is running for governor and identified her four top priorities: health care, broadband, opioid crisis and housing.

Mayor Richardson encouraged the Board to look at the Crystal Trail information on Pitkin County's website.

Mayor Richardson thanked library staff, etc. for addressing the landscaping at the library.

ATTORNEY'S REPORT

The attorney did not attend the meeting.

SPECIAL EVENT LIQUOR LICENSE – TRUE MEDIA FOUNDATION

True Media Foundation has applied for a Special Event Liquor License. All fees have been paid, and the Police Department has reported no problems with the applicant or the premises.

Trustee Bohmfalk made a motion to approve True Media Foundation's Special Event Liquor License. Trustee Sparhawk seconded the motion and it passed with:

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

SPECIAL EVENT LIQUOR LICENSE – DANCE INITIATIVE

Dance Initiative has applied for a Special Event Liquor License for an event to be held at the Launch Pad. All fees have been paid, and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Dance Initiative's Special Event Liquor License. Trustee Yllanes seconded the motion and it passed with:

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

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE ARTS

Carbondale Arts has applied for a Special Event Liquor License for an event to be held at the Launch Pad. 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 Arts' Special Event Liquor License. Trustee Henry seconded the motion and it passed with:

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

NETTLE CREEK HYDRO PLANT GRANT

Mark O'Meara explained that staff is requesting the Trustee's direction concerning submittal of an application to the Federal Energy Regulatory Commission to commence the Small Hydro Streamlined Federal Permitting process.

Jay stated that the Town received a Small Hydropower Loan Program (SHLP) Matching Feasibility Grant for $15,000 from the Colorado Water Resources & Power Development Authority. Jay noted that there is a unique provision in the contract which states that if the Town is not borrowing funds through the SHLP program, a waiver from reimbursing the Authority for the full amount of the grant must be requested and waived by the Authority Board of Directors. Jay noted that a waiver has never been requested before so staff is comfortable moving forward with the grant.

Trustee Yllanes asked if staff or the neighbors have any concerns. Mark responded that noise could possibly be a concern, but it's a small turbine and the nearest neighbor lives one mile away.

Trustee Silverstein made a motion directing staff to submit the Streamlined Federal Energy Regulatory Commission Permit Full Application. Trustee Yllanes seconded the motion and it passed with:

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

CONTINUED DISCUSSION ON BEAR ACTIVITY

John Groves from the Department of Parks and Wildlife and local waste haulers were present at the meeting.

At a previous meeting it was established that trash is a major attractant of bears. Jay explained that the police are now in the ticketing phase for violation of the trash ordinance. After a resident is given a ticket they have the option to purchase a bear proof trash container and have the ticket waived. Jay noted that a discussion on waste hauling is scheduled for September 26th.

Discussion ensued on waste hauling and trash and the following points were made:

• Waste Management leases bear proof trash cans for $10/month and if they are destroyed they will replace them for free.
Commercial dumpsters can be retrofitted with bars and heavy doors. It appears that kids and the elderly have a hard time opening the dumpster doors.

In years when the bears don’t come to town because of ample food supply in the back county people get lax with their trash. The disposal of trash needs to be at the forefront of everyone’s mind every year.

The haulers said if the Town sets expectations they will abide.

Mayor Richardson stated the options are:

- Do nothing
- Strengthen citations
- Phase implementation of requirement that households possess bear proof trash containers
- Require households to possess bear proof containers by Spring

Trustee Silverstein would like to raise fines.

Trustee Sparhawk thinks the fine amount is right. In the long-term she would consider requiring residences to have bear proof containers by early next spring.

Trustee Yllanes stated that requiring residential bear proof containers is the right thing to do.

Trustee Henry stated we need to enforce the ordinance we have in place, talk about trash hauling at the September 26th meeting and concurrently talk about chickens and compost piles.

The Board agreed to direct the police to increase enforcement of the Trash Ordinance. Also, this winter staff should begin educating the public that the Town will require residents to possess bear proof trash containers in the spring.

2018 BUDGET – REVIEW BUDGET PROCESS, REVISED REVENUE PROJECTIONS, YEAR-TO-DATE FINANCIALS

Renae explained that the budget is in the very preliminary stage.

Discussion ensued and the following points were made:

- Property tax valuation is up 6.9% for 2018.
- Sales tax through August is up 3.4%.
- The severance tax is down 7.7%.
- Staff is projecting a 2% sales tax increase for 2018.
- At the end of 2016 there was $5.4 million in reserves. The policy is to keep a balance of 75% of the budget in reserves.
Employee costs continue to increase and revenues are not increasing at the same rate.

On September 19th the Board will review department goals and objectives.

**ADJOURNMENT**

The September 12, 2017, regular meeting adjourned at 8:50 p.m. The next regularly scheduled meeting will be held on September 26, 2017, 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 Application for Pan and Fork

Date: September 21, 2017

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

Philip Kendzior Owner/Manager

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

I recommend the approval for the liquor license renewal.
DR 8400 (06/28/17)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Retail Liquor or 3.2 License Renewal Application

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>Pan and Fork L.L.C.</th>
<th>Doing Business As Name (DBA)</th>
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<td>Liquor License #</td>
<td>License Type hotel and restaurant (cit)</td>
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<tr>
<td>Business Address</td>
<td></td>
<td>303 River Valley Ranch Drive Carbondale, Co. 81623</td>
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<tr>
<td>Mailing Address</td>
<td></td>
<td>303 River Valley Ranch Drive Carbondale Co. 81623</td>
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<tr>
<td>Operating Manager</td>
<td>Date of Birth</td>
<td>Home Address</td>
</tr>
<tr>
<td>Philip Kendzior</td>
<td></td>
<td>1 Carbondale Co. 81623</td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td>(970) 963-7006</td>
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</table>

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

Please verify & update all information below:

Return to city or county licensing authority by due date

Fees Due

| Renewal Fee | 500.00 |
| Storage Permit $200 X | $ |
| Optional Premise $200 X | $ |
| Amount Due/Paid | $ 500.00 |

1. Do you have legal possession of the premises at the street address above? [ ] Yes [ ] No
   *If rented, expiration date of lease_ 4-30-2025_

2. 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

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. [ ] 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 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

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? 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.

<table>
<thead>
<tr>
<th>Type or Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>Philip Kendzior</td>
<td>owner</td>
<td>[Signature]</td>
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Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

<table>
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<th>Date</th>
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To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for City Market Store #35, 1051 Hwy 133

Date: September 21, 2017

The State Liquor Enforcement Division has created a "Master File" for City Market.

The Store Manager is Marty Martin

I have completed the requested in-house record checks for the establishment.

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

I recommend the approval for the liquor license renewal.
RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

CITY MARKET #35
PO BOX 305103
NASHVILLE TN 37230-5103

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
DILLON COMPANIES INC

Liquor License # 01107790148 License Type 3.2% Beer Off Premises (city)

Operating Manager MARY MARTIN Date of Birth

Manager Phone Number

Street Address 1051 HIGHWAY 133 CARBONDALE CO 81623-1874

Mailing Address PO BOX 305103 NASHVILLE TN 37230-5103

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 12/31/2021

6. 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 list of all liquor businesses in which these new owners, lenders (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☑ YES ☐ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

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

5. Does the applicant or any of its agents, owners, managers or partners (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

FEES DUE

Renewal Fee $95.25
Storage Permit $100 x 
Optional Premise $100 x 
Related Resort $75 x 

Amount Due/Paid

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

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

DENNIS GIBSON

Signature

Date 8/18/17

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Title

Attest

Date
Attachment to DR8400 King Sooper or City Market 3/2% beer license renewal

**Question 4.**

Several King Sooper/City Market store licenses were suspended in separate, isolated incidents for a short period when a clerk sold beer to a minor, after which precautions were taken so that it would not occur again.

<table>
<thead>
<tr>
<th>Store #</th>
<th>Local Jurisdiction</th>
<th>Date</th>
<th>Resolution</th>
<th>Date</th>
<th>Violation</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td>Broomfield</td>
<td>2/11/2016</td>
<td>4/22/2016</td>
<td>Sold to underage operative</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Loveland</td>
<td>2/18/2016</td>
<td>5/10/2016</td>
<td>Sold to underage operative</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Arvada</td>
<td>5/27/2016</td>
<td>7/5/2016</td>
<td>Sold to underage operative</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Douglas County</td>
<td>7/28/2016</td>
<td>9/26/2016</td>
<td>Sold to underage operative</td>
<td></td>
</tr>
<tr>
<td>118</td>
<td>Broomfield</td>
<td>9/2/2016</td>
<td></td>
<td>Sold to underage operative</td>
<td></td>
</tr>
<tr>
<td>118</td>
<td>Broomfield</td>
<td>9/19/2016</td>
<td></td>
<td>Sold to underage operative</td>
<td></td>
</tr>
</tbody>
</table>
Attachment to DR 8400 for King Soopers or City Market 3.2% beer license renewal.

Question 5.

Dillon Companies, Inc. a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market, Mini Mart, Inc. & Loaf 'N Jug
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: 9/26/2017

TITLE: Victim’s and Law Enforcement Assistance Board Appointments

SUBMITTING DEPARTMENT: Police Department

ATTACHMENTS: Application for Larry Black
Application for Kenia Pinela

BACKGROUND
There currently is two vacancies for a regular voting members on the VALE Board. The Town received two applications for the open seats.

DISCUSSION
To appoint these two candidates to the VALE Board.

RECOMMENDATION
Staff recommends that the following motion be approved: Move to appoint Larry Black and Kenia Pinela as regular voting members.

Prepared By: Gene Schilling

Town Manager
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT X REAPPOINTMENT

NAME OF APPLICANT: Larry Black
MAILING ADDRESS: 1216 Catherine Ct, Carbondale, CO 81623
STREET ADDRESS OF RESIDENCE: same as above
TELEPHONE: (Work) 970-963-3449 (Home) Same
OTHER PHONE: 970-319-0680 E-MAIL: lblack@rfsschools.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:
email is fine

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:

Victim and law enforcement assistance fund board

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

I am a retired school teacher. I was a teacher and coach at Roaring Fork High School from 1981 until 2016. The community of Carbondale is very important to me. It is my home and has been my entire life. I look forward to serving the community by being a member of this committee.

__________________________________________
Larry Black
Signature

September 8, 2017
Date

CONGRATULATIONS! The __________________________ has appointed you to the __________________________ by official action taken on __________. Your term will expire _______________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT ___ REAPPOINTMENT ____

NAME OF APPLICANT: Kenia Andrea Marioni
MAILING ADDRESS: 15 Crystal Ave, Carbondale CO 81623
STREET ADDRESS OF RESIDENCE: 15 Crystal Ave, Carbondale CO 81623
TELEPHONE: (Work) (Home) (970) 456-7918
OTHER PHONE: E-MAIL: Keniap@Valleysettlement.org

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:
Mailing Address

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

I am a bilingual and bicultural community member. I have worked for 4 years with Valley Settlement helping low-income families feel integrated and like they belong. I bring forward a world of knowledge from those who live in the shadows.

Signature 9/1/2017

CONGRATULATIONS! The _________________________________ has appointed you to the _________________________________ by official action taken on ____________. Your term will expire ________________________________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
Kenia Pinela-Marioni
15 Crystal Cir
Carbondale, CO. 81623
(970) 456 7915
kenyapinela@gmail.com

◆ Career Objective
As an educator in this new era I am here to create and engaging learning environment were students are able to bring forward their home lives and use their culture as strengths to have student achievement.

◆ Education
Colorado Mountain College
Enrolled in Elementary Education with Culturally and Linguistically Diverse endorsement GPA. 4.0

Work Experience

Valley Settlement, 520 S. Third St. Carbondale, CO.
September 2012 – Present
  • Director of our adult development programs
  • Working with low-income families with in our community to find economic stability, community engagement and perusing education.

Experience

Behavior Activation Peer, University of Colorado February 2017 – Present
  • Working with post-partum depressed mothers through 8 week sessions to begin get over their depression.

Basketball Coach, Roaring Fork High School November 2012 – Present
  • Coach year round 9th and 10th grade girls to learn how to play the game of basketball.
  • Indulge time management, working as a team player and developing physical conduct.

◆ Honors
MALCS –Active Women in Letters and Social Change Presenter at University of Sonoma, Summer 2017
President’s List –Colorado Mountain College, Spring 2017
Dean’s Honors List –Colorado Mountain College, Fall 2016
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: Consent Agenda

Meeting Date: September 26, 2017

TITLE: Reappointment of Hollis Sutherland, Kathleen Wanatowicz and Ashley Allis to additional terms on the Parks & Recreation Commission

SUBMITTING: Parks & Recreation Department

PURPOSE: Reappointment by BOT for three existing Parks & Recreation Commission members interested in serving another term.

BACKGROUND: Ashley Allis filled a vacated position of commission members during the last year of their service set to expire in September 2017. She will serve a three year term until September 2020. Kathleen Wanatowicz will serve another 3 year term which will expire in September of 2020. Hollis Sutherland was up for reappointment in January of 2017. She is interested in an additional 3 years of service that will be backdated and validated to January of 2020.

RECOMMENDATION: These are dedicated Parks & Recreation Commissioner members and have institutional knowledge and interest in continuing their volunteer work with this commission.

Prepared By: Eric Brendlinger, Recreation Center Manager

Town Manager
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT _____ REAPPOINTMENT _____

NAME OF APPLICANT: Kathleen Wanatowicz
MAILING ADDRESS: 189 Capitol Ave.
STREET ADDRESS OF RESIDENCE: Carbondale, CO 81623
TELEPHONE: (Work) __________________________ (Home) 970-628-514
OTHER PHONE: __________________________ E-MAIL: __________________________

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED: digital is fine

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:

Parks & Recreation

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

__________________________ __________________________
Signature Date

CONGRATULATIONS! The __________________________ has appointed you to the __________________________ by official action taken on __________. Your term will expire __________________________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT ___ REAPPOINTMENT X

NAME OF APPLICANT: Hollis Sutherland
MAILING ADDRESS: 820 Main St., Carbondale, CO 81623
STREET ADDRESS OF RESIDENCE: SAME
TELEPHONE: (Work) (Home) Cell 414-801-1364
OTHER PHONE: E-MAIL: Hollis.Sutherland@gmail.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:
SAME AS ABOVE

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:
PARK & REC

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

______________________________
______________________________
______________________________
______________________________
______________________________

Signature

Date 9/13/2017

CONGRATULATIONS! The ____________________________ has appointed you to the ____________________________ by official action taken on ____________. Your term will expire ____________________________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT _____ REAPPOINTMENT  

NAME OF APPLICANT:  Ashley Allis
MAILING ADDRESS:  270 N 11th St, Carbondale, CO 81623
STREET ADDRESS OF RESIDENCE:  
TELEPHONE: (Work) 970-319-0008 (Home)  
OTHER PHONE:  
E-MAIL:  Allis.Oakley@gmail.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:  

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:  
Parks and Recreation

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

ASHLEY ALLIS  9/13/17
Signature  Date

CONGRATULATIONS! The ____________________________ has
appointed you to the ____________________________ by official
action taken on ______________. Your term will expire ______________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Elbie and Wilma Gann Memorial Foundation (Mt. Sopris Montessori) be held at The Third Street Center on October 28, 2017.

Date: September 14, 2017

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Kira Karsey

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:**

<table>
<thead>
<tr>
<th>SOCIAL</th>
<th>ATHLETIC</th>
<th>PHILANTHROPIC INSTITUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRATERNAL</td>
<td>CHARtered BRANCH, LODGE OR CHAPTER</td>
<td>POLITICAL CANDIDATE</td>
</tr>
<tr>
<td>PATRIOTIC</td>
<td>OF A NATIONAL ORGANIZATION OR SOCIETY</td>
<td>MUNICIPALITY</td>
</tr>
<tr>
<td>POLITICAL</td>
<td>RELIGIOUS INSTITUTION</td>
<td></td>
</tr>
</tbody>
</table>

**TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

- [x] MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- [ ] FEMINATED MALT BEVERAGE (3.2 BEER) $10 PER DAY

**LIQUOR PERMIT NUMBER**

<table>
<thead>
<tr>
<th>STATE SALES TAX NUMBER (REQUIRED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>98-05831-0000</td>
</tr>
</tbody>
</table>

**1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**

Elbie & Wilma Ann Memorial Foundation

Mt. Sopris Montessori School

**2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**

879 Euclid Ave

Carbondale, CO 81623

**3. ADDRESS OF SPECIAL EVENT**

Third St. Center

520 South Third St

Carbondale, CO 81623

**NAME**

**DATE OF BIRTH**

**EMAIL ADDRESS**

**PHONE NUMBER**

**4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE**

**5. EVENT MANAGER**

Kira Kearsey

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

- [x] NO
- [ ] YES

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

- [x] YES
- [ ] NO

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

- [ ] NO
- [x] YES

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/28/17</td>
<td>6:00 AM</td>
<td>10:00 AM</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**

Kira Kearsey

**TITLE**

Director

**DATE**

8/30/17

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY**

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
Gym / Event Center

Alcohol area in orange
THIRD STREET CENTER

September 1, 2017

Approval to apply for liquor license from Town of Carbondale for event at Third Street Center

Mt. Sopris Montessori has rented the Gym / Event Center for an event on October 27, 2017 from 5:00pm to 10:00pm. They have our permission to apply to the Town of Carbondale for special event liquor license for that event. All liquor consumption must stay within the Gym /Event Center or outside area on the west side of the gym and should not be in any other area. We will coordinate security and tapeing for the event and building.

Sincerely,

[Signature]

Colin Laird
Director
Third Street Center

A community place promoting inspiration, sustainability and creative exchange

520 South Third Street, Carbondale, CO 81623
T 970.963.3221 F 970.963.0178
www.thirdstreetcenter.net
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

ELBIE AND WILMA GANN MEMORIAL FOUNDATION

is a Nonprofit Corporation
formed or registered on 08/24/1981 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871447002.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/31/2017 that have been posted, and by documents delivered to this office electronically through 09/01/2017 @ 12:13:52.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/01/2017 @ 12:13:52 in accordance with applicable law. This certificate is assigned Confirmation Number 10426588.

Secretary of State of the State of Colorado

**********************************************************************************End of Certificate**********************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
BOARD OF TRUSTEES  MEETING 9/26/17

ATTACHMENT H

TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 9/26/17

TITLE:  S.P. Manufacturing – Modification of Premises – Retail and Medical Marijuana Infused Products Facility

SUBMITTING DEPARTMENT:  Manager

ATTACHMENTS:  Modification of Premises Applications – SP Manufacturing

BACKGROUND:  S.P. Manufacturing, located at 500 Buggy Circle, has submitted a medical and retail Modification of Premises application.  Currently they use pressure to extract the hash oil.  They would like to expand their operation and isolate the oil with a CO2 machine.  To date, the Town has not received any complaints against this facility.

FINANCIAL:  All fees have been paid

DESIRABLE OUTCOME:  Staff recommends the Board of Trustees move to approve S. P. Manufacturing’s Modification of Premises Applications for their retail and medical marijuana infused products facility located at 500 Buggy Circle with the following conditions:

1) The applicant must obtain building, mechanical, electrical, and plumbing permits and must pass all inspections.
2) The CO2 extraction will be required to be in a separate dedicated room.
3) A new site plan must be submitted to the town clerk after the building department approves the Building Permit.
4) The extraction machine must be certified.
5) All odors must be mitigated.
6) The applicant must abide by all State of Colorado requirements.

Prepared By:  Cathy Derby

[Signature]

Town Manager
RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: __8.25.17____ Date Application Deemed Complete: __9/14/17____

Date of Public Hearing: __9/26____ To be scheduled within 45 days from date application deemed complete

This application is for the following Premises Location License Type (please check only one [1] license type and file a separate complete RM License Application if another license type is applicable):

☐ Retail Marijuana Store
☐ Retail Marijuana Products Manufacturing Facility*
☐ Transfer of Ownership (reallocation among current owners)
☐ Testing Facility
☐ Change of Corporation or LLC Structure
☐ Retail Marijuana Cultivation Facility*
☐ Retail Marijuana Testing Facility
☐ Transfer of location
☐ Modification/Alteration of Premises

* Cultivation Facility and Marijuana Infused Products requires a Public Hearing before the Planning and Zoning Commission for a Special Use Permit

*Applicant* is defined as the Legal Name of Individual or Business Entity that will hold license if approved.

Applicant is applying as (attach organizational documents):

☐ Corporation
☐ Sole Proprietor
☐ Limited Liability Company
☐ Partnership
☐ Association or Other

Applicant Name: ____ SP Manufacturing, LLC

Trade Name of Establishment (doing business as): ____ SP Manufacturing, LLC

Applicant Contact Name (please print): ____ Jeff Springer

Address of Premises Location:

____ 500 Bugey Circle, LL5 & LL6 Carbondale CO 81623

Street Address City State Zip Code

Business Mailing Address (if different from Premise location):

____ PO Box 4310 Aspen CO 81612

Street Address City State Zip Code

Business Phone: ____TBD____ Emergency Phone: ____303.884.6001____

Business Email Address: ____TBD____ Website Address: ____TBD____

Town Sales Tax License No: ____002872____ State Sales Tax License No: ____30146561-0000____

State Retail Marijuana License No: ____404R-00180____
Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Product Manufacturing Facilities: The applicant seeking licensure must provide the Town of Carbondale with the name of an agent of the proposed licensee who will serve as a point of contact for the Town. Such agent shall hold at least a partial ownership interest in the retail marijuana store, cultivation facility, or products manufacturing facility and shall have a primary home (as the term is defined in Chapter 5.26) within the 81621, 81623, or 81601 Colorado zip codes. THE AGENT LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by the Carbondale Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael E. Woods</td>
<td>Basalt, CO 81621</td>
<td></td>
<td>AGENT</td>
<td>18.18</td>
</tr>
</tbody>
</table>

The Applicant’s Agent shall present for recording one (1) of the following forms of identification:

- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver’s license;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

Applicant must list any person having a financial interest in a retail marijuana business. If Applicant is a corporation, partnership, association or limited liability company, Applicant must list ALL OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND MANAGING MEMBERS OF THE ENTITY, AS APPLICABLE TO THE PARTICULAR ENTITY, AS WELL AS EACH PERSONS HAVING A FINANCIAL INTEREST IN THE ENTITY. For purposes of this requirement and the following question regarding felony convictions, a “financial interest” means any ownership interest including, without limitation, a membership, directorship, officership or any creditor interest, whether or not such interest is evidenced by any written document.

ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by a Police Department. If necessary, provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jordan Lewis</td>
<td>Aspen, CO 81611</td>
<td></td>
<td>Member</td>
<td>81.82</td>
</tr>
<tr>
<td>Michael E. Woods</td>
<td>Basalt, CO 81621</td>
<td></td>
<td>Member</td>
<td>18.18</td>
</tr>
</tbody>
</table>

The Applicant shall present for recording one (1) of the following forms of identification:

- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver’s license;
- A valid driver’s license containing a picture issued by another state;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

Has any person listed above ever been convicted of a felony in a federal, state, or other court?

☐ Yes  ☑ No
If the answer is yes, please provide the following (if necessary, please provide additional information on a separate sheet):

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Name &amp; Location of Court</th>
<th>Charge Convicted Of</th>
<th>Sentence</th>
<th>Date of Sentencing</th>
<th>Last Date of Incarceration/Parole/Probation or Other Discharge of Sentence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Does the Applicant have legal possession of the premises for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement? ☑ Yes ☐ No

If the answer is yes, please provide proof of possession (i.e. lease, etc.)

☐ Ownership ☑ Lease ☐ Other (explain in detail):

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

<table>
<thead>
<tr>
<th>Landlord: PD Investments LLC</th>
<th>Tenant: SP Manufacturing LLC</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>132 Park Avenue</td>
<td></td>
<td>9.12.2018</td>
</tr>
</tbody>
</table>

Building Owner’s Mailing Address:

132 Park Avenue
Basalt, CO 81621

Contact Phone Numbers: 970.927.9119

Is this proposed premises to be licensed within 500 feet of any school or licensed child care facility? ☑ Yes ☐ No

Is this proposed premises to be licensed within 500 feet of any alcohol or drug treatment facility? ☐ Yes ☑ No

If this proposed premises is a retail marijuana store located on Main Street between 7th Street and Snowmass Drive, is the proposed retail marijuana store within 400 feet of another retail marijuana store? ☐ Yes ☑ No

Is this proposed premises location the only location that is affiliated with this business? ☑ Yes ☐ No

If there is another location associated with this business entity, please list all other premise location addresses both in and outside of the Town of Carbondale (e.g. all medical/retail marijuana centers, medical/retail cultivation operations and medical/retail marijuana-infused products manufacturing operations which operate in concert to form this business entity):

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Location (Street, City, State, Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3
Name of on-site manager for licensed premises: Chad Fox

Home Address: 
Street Address: Aspen, CO 81611
Business Cell Phone Number: 303.725.4012 Email Address: cfox@silverpeakapothecary.com

Driver’s License Number: 92-074-2678 Jurisdiction that issued Driver’s License: CO

Who, besides the owners or other persons listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, or equipment to, or for use in, this business or will receive money from this business? If necessary, please provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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</tbody>
</table>

Attach a summary list of all loans, notes and security instruments, gifts, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. Executed and complete copies of same.

Please provide the names and addresses of any employee or proposed employees of the retail marijuana business. ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by a Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State the hours of operation (between 8:00 a.m. and 12:00 a.m. Mountain Standard Time) each day:

Monday  6:00 a.m. _x_ to 8:00 p.m.  Friday  6:00 a.m. _x_ to 8:00 p.m.
Tuesday  6:00 a.m. _x_ to 8:00 p.m.  Saturday  6:00 a.m. _x_ to 8:00 p.m.
Wednesday  6:00 a.m. _x_ to 8:00 p.m.  Sunday  6:00 a.m. _x_ to 8:00 p.m.
Thursday  6:00 a.m. _x_ to 8:00 p.m.

Will there be ANY remodeling or building alterations?  [ ] Yes  [x] No

If YES, have you applied for a building permit?  [ ] Yes  [x] No

Will you be installing a new sign or changing an existing sign?  [ ] Yes  [x] No
If YES, have you applied for a sign permit? □ Yes □ No

Does the Applicant have a comprehensive business operating plan? ☑ Yes □ No

The business operating plan must be attached and contain, at a minimum the following:
- Lease
- Operating Agreement
- A description of the security provisions and systems which must include, at a minimum:
  - Security surveillance cameras installed and properly maintained to monitor each entrance along the interior and exterior of the premises to discourage crime and to facilitate the reporting of criminal acts as well as nuisance activities; security video shall be preserved in the manner and for the period of time set forth in the Colorado Marijuana Enforcement Division Rules, as amended from time to time;
  - Robbery and burglary alarm systems that are professionally monitored and maintained in good working condition;
  - Exterior lighting that illuminates the exterior walls of the business during evening hours and is compliant with Town Code;
  - A secure safe that is utilized for the purposes of storing cash and marijuana that is not then being actively cultivated when the business is not open; and
  - Locking systems for exterior doors that are designed and installed in such fashion as to deter unlawful entry and provide safe emergency egress.

- A description of all goods to be sold;
- An exterior lighting plan;
- A description of any cultivation activities within the marijuana business which includes, without limitation, the area in which plants will be grown, a description of the lighting system for the lighting system for cultivation, a description of the ventilation and odor filtration system for the premises, if any, and a description of the automatic fire suppression system, if any; and
- Any additional information that the Authority reasonably determines to be necessary in connection with the investigation, review and determination of the application.

List and addresses of all residents and businesses located within 300 feet of facility. Note: Applicant must provide written notice of the public hearing to the list of businesses and residents at least 15 days prior to the public hearing.

---

**Oath of Application**

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 and belief. 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 and all Rules and Regulations which govern my Retail Marijuana License Application. **I further acknowledge that it is my responsibility to provide the Town with amendments to this application in the event that any information provided herein changes after the date of application.**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woods</td>
<td>Michael E. Woods / Member</td>
<td>8.25.17</td>
</tr>
</tbody>
</table>
FOR TOWN INTERNAL USE ONLY

Applicant Name: SP Manufacturing
Trade Name: __________________________

Premises Address: 500 Buggy Circle Calamado CO 81622
Street Address City State Zip Code

Finance Department (Date Applied for New Sales Tax License 11/20
☑ Approved ☐ Denied

Basis for recommendation: __________________________

Police Department (Date Sent: ______) As to background check, business plan and operating characteristics for New License is recommended to be:

☐ Approved ☐ Denied

Basis for recommendation: __________________________

Planning Department (Date Sent: ______) As to distance measurements, allowed zoning, signage for New License is recommended to be:

☒ Approved ☐ Denied

Basis for recommendation: __________________________

Building Department (Date Sent: ______) As to building specifications (e.g. electrical, plumbing, structural) for New License is recommended to be:

☒ Approved ☐ Denied

Basis for recommendation: SEE MEMO DATED 9-13-17

Town Manager (Date Sent: ______) As to completion and thorough departmental review of Application for New License is recommended to be:

☒ Approved ☐ Denied

Basis for recommendation: __________________________

Clerk’s Office

☒ New Medical Marijuana Business License Type: __________________________

Date Approved Date Written Notice of Approval Sent

Date Denied Date Written Notice of Denial Sent

Date of Premises Inspection Approval License Issue Date Expiration Date

6
SP MANUFACTURING LLC

May 9, 2016

PD Investments LLC
132 Park Ave.
Basalt, CO 81621
Attn: Scott Duryea

VIA EMAIL AND REGISTERED MAIL

Re: Lease Extension

Dear Mr. Duryea:

Reference is made to the Commercial Lease between PD Investments LLC, as Landlord, and SP Manufacturing LLC, as Tenant, dated as of March 15, 2015 (the “Lease”), whereby Landlord leased to Tenant the commercial space known as Unit LL5 and LL6 (the “Units”) within the building located at 500 Buggy Circle, Carbondale, CO 81621.

Pursuant to Section 40 of the Lease, this letter shall serve as notice of exercise of the option to extend the Lease term for two additional six (6) months terms from September 13, 2017 to March 12, 2018 and March 13, 2018 to September 12, 2018. We understand that the Monthly Rent for the extended term shall be $3,447.93.

While we recognize that the extension is effective upon this notice, we will appreciate your confirmation of the extension and the Units subject to the Lease by signing below and returning a copy of this letter to us.

Regards,

SP Manufacturing LLC

By: [Signature]
## Master Employee Badge List

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Location</th>
<th>Address</th>
<th>eMail</th>
<th>DOB</th>
<th>Badge #</th>
<th>Badge Exp</th>
<th>Notification Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adam Elder</td>
<td>SP Manufacturing</td>
<td>506 N. Traver Trail Glenwood Springs, CO 81601</td>
<td><a href="mailto:aelder2@gmail.com">aelder2@gmail.com</a></td>
<td>09/17/85</td>
<td>M52093</td>
<td>11/03/18</td>
<td>10/04/18</td>
</tr>
<tr>
<td>Amenda Armijo</td>
<td>SP Manufacturing</td>
<td>910 County Rd. 249 #1 Glenwood Springs, CO 81601</td>
<td><a href="mailto:aarmijo89@gmail.com">aarmijo89@gmail.com</a></td>
<td>02/21/89</td>
<td>M35009</td>
<td>02/02/19</td>
<td>01/03/19</td>
</tr>
<tr>
<td>Brady Selvage</td>
<td>SP Manufacturing</td>
<td>3716 Peach Valley, Silt, CO 81652</td>
<td><a href="mailto:bradyselvage@yahoo.com">bradyselvage@yahoo.com</a></td>
<td>03/26/91</td>
<td>M15443</td>
<td>04/11/18</td>
<td>03/12/18</td>
</tr>
<tr>
<td>Chad Fox</td>
<td>SP Manufacturing</td>
<td>189 Meadowood Dr, Aspen CO 81611</td>
<td><a href="mailto:clox@silverpeakapothecharcy.co">clox@silverpeakapothecharcy.co</a></td>
<td>03/03/68</td>
<td>M52029</td>
<td>11/16/18</td>
<td>10/17/18</td>
</tr>
<tr>
<td>Guadalupe Olivas</td>
<td>SP Manufacturing</td>
<td>1749 Howard Ave, Apt D Rifle, CO 81650</td>
<td><a href="mailto:Lupili4Lo@gmail.com">Lupili4Lo@gmail.com</a></td>
<td>06/14/94</td>
<td>M65107</td>
<td>03/25/19</td>
<td>06/25/19</td>
</tr>
<tr>
<td>Joe Haas</td>
<td>SP Manufacturing</td>
<td>361 Robinson St, Unit 318, Basalt, CO 81521</td>
<td><a href="mailto:joe.haas1939@yahoo.com">joe.haas1939@yahoo.com</a></td>
<td>10/22/91</td>
<td>M28197</td>
<td>04/05/19</td>
<td>03/07/19</td>
</tr>
<tr>
<td>Ronnie Weir</td>
<td>SP Manufacturing</td>
<td>69 Chapparel Cir, Glenwood Springs, CO 81601</td>
<td><a href="mailto:rastalairi@live.com">rastalairi@live.com</a></td>
<td>08/30/80</td>
<td>M43510</td>
<td>04/19/18</td>
<td>03/20/18</td>
</tr>
<tr>
<td>Ross Kaplan</td>
<td>SP Manufacturing</td>
<td>4843 County Rd 154, Apt. C, Glenwood Springs, CO 81601</td>
<td><a href="mailto:rkaplan@silverpeakapothecharcy.co">rkaplan@silverpeakapothecharcy.co</a></td>
<td>04/05/91</td>
<td>M46871</td>
<td>07/11/18</td>
<td>06/11/18</td>
</tr>
<tr>
<td>Ryan Hadley</td>
<td>SP Manufacturing</td>
<td>621 Home Ave, Silt CO 81652</td>
<td><a href="mailto:Rysnhanley803@gmail.com">Rysnhanley803@gmail.com</a></td>
<td>08/03/89</td>
<td>M54790</td>
<td>09/05/19</td>
<td>12/07/18</td>
</tr>
<tr>
<td>William Burke</td>
<td>SP Manufacturing</td>
<td>508 N. Traver Trail Glenwood Springs, CO 81601</td>
<td><a href="mailto:Wrb3123@gmail.com">Wrb3123@gmail.com</a></td>
<td>01/25/95</td>
<td>M41968</td>
<td>03/17/18</td>
<td>02/15/18</td>
</tr>
<tr>
<td>William Simmons</td>
<td>SP Manufacturing</td>
<td>201 N. 10th St, Carbondale, CO 81623</td>
<td><a href="mailto:wilsimmsim1986@gmail.com">wilsimmsim1986@gmail.com</a></td>
<td>01/14/66</td>
<td>M37182</td>
<td>11/13/17</td>
<td>10/14/17</td>
</tr>
<tr>
<td>Zack LaMania</td>
<td>SP Manufacturing</td>
<td>51793 Highway 6 and 24, Unit 8, Glenwood Springs, CO 81601</td>
<td><a href="mailto:zacklamania970@gmail.com">zacklamania970@gmail.com</a></td>
<td>02/18/93</td>
<td>M32881</td>
<td>04/19/19</td>
<td>03/20/19</td>
</tr>
</tbody>
</table>

Exported on August 17, 2017 5:28:58 PM MDT
To Whom it May Concern,

Please allow this letter to serve as my consent to the changes proposed by SP Manufacturing for CO2 extraction of cannabis oil at 500 Buggy Circle, LL5 & LL6.

Scott Duryea
PD Investments, LLC

8/29/17
Memorandum

To: Cathy Derby, Town Clerk

From: John Plano, Building Official

Date: 09/13/2017

Re: Michael Woods, SP Manufacturing LLC, Silverpeak Apothecary
500 Buggy Circle
Adding CO2 extraction to the existing facility.
Retail Marijuana Products Manufacturing Facility License
Medical Marijuana Infused Products Manufacturing License

The applicant is proposing to add CO2 extraction to the current facility.

The Building Department is recommending approval of the licenses based on the applicant applying for and obtaining building permits, mechanical permits, electrical permits and plumbing permits and passing all inspections.

The extraction process using CO2 will be required to be in a separate dedicated room. The plans may differ slightly than as shown for this license. Please submit a new floor plan to the Town Clerk for the licensing file after the Building Department approves the Building Permit submittal.

The extraction machine is to be certified by a legitimate 3rd party. The Denver Fire Department provides a list of approved extraction machines. If the machine is not listed, it will be required to be certified. Typically, PSI-Pressure Systems Inspectors, LLC has been the certification agency.

Marijuana Facilities have generated complaints from neighbors regarding odors. It is a code requirement to mitigate odors. If this facility does generate odor complaints, legal action will be taken and could be an issue during license renewal.

Any requirements from the State of Colorado are the responsibility of the applicant to abide by.
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623  
Medical Marijuana Facility Permit Application

New License Application: $1,000.00  
Annual License Renewal Fee: $500  
Transfer of Ownership - New Owner: $1,000  
Transfer of Ownership (realocation among current owners): $250  
Modification of Premises: $150.00  
Transfer of Location: $750

Please choose ONE:  
- Center (Dispensary)  
- Infused Product Manufacturing  
- Transfer of Ownership  
- Modification of Premises  
- Other  
- Additional Employee/Change of Manager  
- Associated Facility (Same Applicant)

Applicant is applying as a:  
- Corporation  
- Individual  
- Other (Specify)  
- Limited Liability Company  
- Partnership (includes Limited Liability and Husband/Wife Partnerships)

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>SP Manufacturing LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Number:</td>
<td>500 Buggy Circle, L15&amp;L16</td>
</tr>
<tr>
<td>Applicant's Address:</td>
<td>PO Box 4310, Aspen, CO 81612</td>
</tr>
</tbody>
</table>

Applicant's Home or Cell Phone:  
List Previous Addresses for the Past Two Years

<table>
<thead>
<tr>
<th>Previous Address:</th>
<th>Date:</th>
<th>Previous Address:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name of Establishment (DBA):</td>
<td>500 Buggy Circle, L15&amp;L16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Phone:</td>
<td>Time Sales Tax Number:</td>
<td>002872</td>
<td></td>
</tr>
<tr>
<td>Address of Premises:</td>
<td>500 Buggy Circle, L15&amp;L16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO Box 4310, Aspen, CO 81612</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Transfer of Location, Include Address of New Location:

If the applicant is a naturalized citizen, when did he or she become a Resident of the State of Colorado?

If applicant is a corporation, list name and address of any officer or director of the corporation, and all persons of the issued and outstanding capital stock of any member that has an interest therein; if the applicant is partnership, association or company, list the name and address of any member that has an interest therein; if the applicant is a limited liability company, the name and address of the manager of the limited liability company and the name of all members of the LLC on top of page 2.
<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jordan Lewis</td>
<td>Aspen, CO 81611</td>
</tr>
<tr>
<td>Mike Woods</td>
<td>Basalt, CO 81621</td>
</tr>
</tbody>
</table>

**Name of Manager or Proposed Manager:** Chad Fox
**Address of Manager or Proposed Manager:** Aspen CO 81611

Is the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees under the age of twenty-one?
- ☐ Yes
- ☑ No

Please provide the names and addresses of any employees or proposed employees of the medical marijuana facility. (Use an Additional Sheet of Paper if Needed.)

**Employee Name:**
**Employee Address:**
Please see attached.

**Employee Name:**
**Employee Address:**

Has the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees ever:
- Been denied a medical marijuana license of any kind? If so, explain: N/A
- Had a license suspended or revoked? If so, explain: N/A
- Been convicted of a felony in a federal, state or other court.  ☐ Yes  ☑ No

Is the establishment within 530 ft. of a school?
- ☐ Yes
- ☑ No

**Required Attachments**

- ☐ Filing Fee
- ☐ Lease which shall be valid for the duration of the term of the license or proof of ownership.
- ☐ Area map drawn to scale depicting a 500 foot radius from the boundary of the facility property to the boundary of all school properties.
- ☐ Description of the products and services to be made, sold, or grown by the facility.
- ☐ Floor plan drawn to scale showing layout of the medical marijuana facility.
- ☐ Copy of license(s) granted by any jurisdiction permitting the growth or sale of plants cultivated at the facility.
- ☐ Letter from jurisdiction establishing permission for cultivation facility to operate that specific zone district.
- ☐ Document outlining expected number of marijuana plants to be grown on site.
- ☐ Description of the ventilation system, lighting system, storage system, and system for the control of marijuana odors for the premises.
- ☐ Completed registration form and fingerprint card for all applicants or associated partners (if a partnership); members or managers (if a limited liability company); officers, stockholders or directors (if a corporation); facility managers, and employees.
- ☐ Additional information including:
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 employee to comply with the provisions of the Town of Carbondale Ordinance No. 3 Series of 2011, which affects my license.

Applicant Signature: [Signature]  Date: Aug 29, 2017  Title: Member

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

THE TOWN CLERK HERBY AFFIRMS THAT EACH PERSON REQUIRED HAS:

- Been fingerprinted: [X] Yes  [ ] No
- Been subject to a background investigation: [X] Yes  [ ] No
- That the local authority as conducted, or intends to conduct, an inspection of the proposed premises to ensure that the application is in compliance with and aware of the Town of Carbondale's Medical Marijuana Licensing provisions: [X] Yes  [ ] No

THIS APPLICATION HAS BEEN:  [ ] Approved  [ ] Denied

Authorized Signature:  Title:  Date:  

Planning and Zoning: REVIEW AND COMMENTS:

RECOMMENDATION:  [X] Approved  [ ] Denied
Conditions Suggested:

Building Department: REVIEW AND COMMENTS:

PLEASE SEE MEMO DATED 9-13-17

RECOMMENDATION:  [X] Approved  [ ] Denied
Conditions Suggested:

Town of Carbondale Police Department: REVIEW AND COMMENTS:

OKAY AS TO FORM

RECOMMENDATION:  [ ] Approved  [ ] Denied
Conditions Suggested:

Town Manager: REVIEW AND COMMENTS:

RECOMMENDATION:  [X] Approved  [ ] Denied
Conditions Suggested:
Proposed Changes
SP Manufacturing LLC
404-00497
404R-00180

DOOR SCHEDULE

DOOR NOTES

FLOOR PLAN NOTES

EXISTING FLOOR PLAN LEGEND

FINISH MATERIAL AND EQUIP. SCHEDULE

PROPOSED FLOOR PLAN

Chiller: 25' x 12'

Co2: 6' x 3'

Vacuum pump: 7' x 12'

A3.01
SP MANUFACTURING LLC

May 9, 2016

PD Investments LLC
132 Park Ave.
Basalt, CO 81621
Attn: Scott Duryea

VIA EMAIL AND REGISTERED MAIL

Re: Lease Extension

Dear Mr. Duryea:

Reference is made to the Commercial Lease between PD Investments LLC, as Landlord, and SP Manufacturing LLC, as Tenant, dated as of March 15, 2015 (the “Lease”), whereby Landlord leased to Tenant the commercial space known as Unit LL5 and LL6 (the “Units”) within the building located at 500 Buggy Circle, Carbondale, CO 81621.

Pursuant to Section 40 of the Lease, this letter shall serve as notice of exercise of the option to extend the Lease term for two additional six (6) months terms from September 13, 2017 to March 12, 2018 and March 13, 2018 to September 12, 2018. We understand that the Monthly Rent for the extended term shall be $3,447.93.

While we recognize that the extension is effective upon this notice, we will appreciate your confirmation of the extension and the Units subject to the Lease by signing below and returning a copy of this letter to us.

Regards,

SP Manufacturing LLC

By: [Signature] CO
# Master Employee Badge List

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Location</th>
<th>Address</th>
<th>eMail</th>
<th>DOB</th>
<th>Badge #</th>
<th>Badge Exp</th>
<th>Notification Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adam Elder</td>
<td>SP Manufacturing</td>
<td>608 N. Traver Trail Glenwood Springs, CO 81601</td>
<td><a href="mailto:alelder2@gmail.com">alelder2@gmail.com</a></td>
<td>09/17/85</td>
<td>M52093</td>
<td>11/03/16</td>
<td>10/04/16</td>
</tr>
<tr>
<td>Amanda Armijo</td>
<td>SP Manufacturing</td>
<td>910 County Rd. 240 #1 Glenwood Springs, CO 81601</td>
<td><a href="mailto:aarmijo89@gmail.com">aarmijo89@gmail.com</a></td>
<td>12/31/89</td>
<td>M35009</td>
<td>02/02/19</td>
<td>01/03/19</td>
</tr>
<tr>
<td>Brady Selvage</td>
<td>SP Manufacturing</td>
<td>3716 Peach Valley, Silt, CO 81652</td>
<td>brady <a href="mailto:selvage@yahoo.com">selvage@yahoo.com</a></td>
<td>02/26/94</td>
<td>M15443</td>
<td>04/11/18</td>
<td>03/12/18</td>
</tr>
<tr>
<td>Chad Fox</td>
<td>SP Manufacturing</td>
<td>189 Meadowood Dr. Aspen CO 81611</td>
<td><a href="mailto:cfox@silverpeakapotheary.co">cfox@silverpeakapotheary.co</a></td>
<td>02/03/68</td>
<td>M52825</td>
<td>11/15/18</td>
<td>10/17/18</td>
</tr>
<tr>
<td>Guadalupe Olivas</td>
<td>SP Manufacturing</td>
<td>1749 Howard Ave. Apt D Rifle, CO 81650</td>
<td><a href="mailto:Lupil14Leg@gmail.com">Lupil14Leg@gmail.com</a></td>
<td>06/14/94</td>
<td>M65107</td>
<td>07/25/19</td>
<td>06/25/19</td>
</tr>
<tr>
<td>Joe Haas</td>
<td>SP Manufacturing</td>
<td>361 Robinson St, Unit 318, Basalt, CO 81621</td>
<td><a href="mailto:johalas1953@yahoo.com">johalas1953@yahoo.com</a></td>
<td>10/22/93</td>
<td>M28197</td>
<td>04/06/19</td>
<td>03/07/19</td>
</tr>
<tr>
<td>Ronnie Weir</td>
<td>SP Manufacturing</td>
<td>69 Chapparal Cir, Glenwood Springs, CO 81601</td>
<td><a href="mailto:rasiewir15@live.com">rasiewir15@live.com</a></td>
<td>08/30/80</td>
<td>M43518</td>
<td>04/19/18</td>
<td>03/20/18</td>
</tr>
<tr>
<td>Ross Kaplan</td>
<td>SP Manufacturing</td>
<td>4843 County Rd 154, Apt C, Glenwood Springs, CO 81601</td>
<td><a href="mailto:rkaplan@silverpeakapotheary.co">rkaplan@silverpeakapotheary.co</a></td>
<td>04/05/91</td>
<td>M46871</td>
<td>07/11/18</td>
<td>06/11/18</td>
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<tr>
<td>Ryan Hanley</td>
<td>SP Manufacturing</td>
<td>621 Home Ave, Silt CO 81652</td>
<td><a href="mailto:Ryanhanley603@gmail.com">Ryanhanley603@gmail.com</a></td>
<td>08/03/89</td>
<td>M54790</td>
<td>01/06/19</td>
<td>12/07/18</td>
</tr>
<tr>
<td>William Burke</td>
<td>SP Manufacturing</td>
<td>508 N. Traver Trail Glenwood Springs, CO 81601</td>
<td><a href="mailto:Wrb3123@gmail.com">Wrb3123@gmail.com</a></td>
<td>01/25/95</td>
<td>M41966</td>
<td>03/17/18</td>
<td>02/15/18</td>
</tr>
<tr>
<td>William Simmons</td>
<td>SP Manufacturing</td>
<td>201 N. 10th St, Carbondale, CO 81623</td>
<td><a href="mailto:wlfsmm1988@gmail.com">wlfsmm1988@gmail.com</a></td>
<td>01/14/86</td>
<td>M37182</td>
<td>11/13/17</td>
<td>10/14/17</td>
</tr>
<tr>
<td>Zack LaMania</td>
<td>SP Manufacturing</td>
<td>5179 N Highway 8 and 24, Unit 8, Glenwood Springs, CO 81601</td>
<td><a href="mailto:zacklamania97@gmail.com">zacklamania97@gmail.com</a></td>
<td>02/18/93</td>
<td>M32881</td>
<td>04/19/19</td>
<td>03/20/19</td>
</tr>
</tbody>
</table>

Exported on August 17, 2017 5:28:58 PM MDT
To Whom it May Concern,

Please allow this letter to serve as my consent to the changes proposed by SP Manufacturing for CO2 extraction of cannabis oil at 500 Buggy Circle, LL5 & LL6.

Scott Duryea
PD Investments, LLC

Date 8/29/17
Memorandum

To: Cathy Derby, Town Clerk
From: John Plano, Building Official
Date: 09/13/2017
Re: Michael Woods, SP Manufacturing LLC, Silverpeak Apothecary
500 Buggy Circle
Adding CO2 extraction to the existing facility.
Retail Marijuana Products Manufacturing Facility License
Medical Marijuana Infused Products Manufacturing License

The applicant is proposing to add CO2 extraction to the current facility.

The Building Department is recommending approval of the licenses based on the applicant applying for and obtaining building permits, mechanical permits, electrical permits and plumbing permits and passing all inspections.

The extraction process using CO2 will be required to be in a separate dedicated room. The plans may differ slightly than as shown for this license. Please submit a new floor plan to the Town Clerk for the licensing file after the Building Department approves the Building Permit submittal.

The extraction machine is to be certified by a legitimate 3rd party. The Denver Fire Department provides a list of approved extraction machines. If the machine is not listed, it will be required to be certified. Typically, PSI-Pressure Systems Inspectors, LLC has been the certification agency.

Marijuana Facilities have generated complaints from neighbors regarding odors. It is a code requirement to mitigate odors. If this facility does generate odor complaints, legal action will be taken and could be an issue during license renewal.

Any requirements from the State of Colorado are the responsibility of the applicant to abide by.
To: Mayor Richardson and the Carbondale Board of Trustees  
From: Garfield Clean Energy Collaborative Board  
Date: September 21, 2017  
Re: Garfield Clean Energy Update; 2018 planning and budget request

Thank you, Town of Carbondale elected officials and staff, for your ongoing participation in the Garfield Clean Energy Collaborative. The Town of Carbondale was an essential founding partner of GCE, and the Town's leadership on clean energy for economic development is a key component of countywide success to date. Through joining together county-wide, Garfield Clean Energy has created measureable economic and energy improvements for member communities, governments, businesses and households, and is playing an important role in diversifying our regional economy. Highlights of these results to date since 2009 include:

- 253 business and 938 homes have invested in upgrades making their building more efficient and more comfortable.
- Economic benefits include 282 service contractors and suppliers benefitting from work and product sales and stimulating $23 million in clean energy investments from multiple sources for a wide range of energy efficiency, renewable energy and transportation projects throughout the region.
- Major progress on western slope infrastructure for alternative fuels including 20 public Electric Vehicle charging stations and 2 public CNG stations.

To prepare for 2018, GCE board members are visiting each other’s councils and boards. GCE Board members and CLEER staff will plan to attend your September 26 council meeting to report on GCE progress, share plans for 2018, and request continued financial participation in GCE for 2018.

Attached to this memo you'll find a summary of residential and commercial energy efficiency results from 2010 through July 2017 in Carbondale. We've also included the 2016 year-end report for all of the work accomplished county-wide.

In addition to the results reported on the attachments, here are several highlights from ongoing projects and programs:

**Implementing Garfield Clean Energy, Xcel Energy Partners in Energy Action Plan**
As you know, Garfield Clean Energy participated in Xcel’s Partners in Energy program starting last year and we are now in the 18 month implementation phase. During the implementation period Xcel Energy is providing support in creating and printing materials, a small amount of funding to cover staff time, discounted access to programs or bonus
rebates and support in connecting to other programs and state resources. We already have some quality co-branded materials that include all the utilities in the County that will be distributed at events and direct outreach to businesses and homeowners. The executive summary from the Action Plan and the 18-month MOU are included in these packet materials.

**Statewide effort to build outside funding sources for Garfield Clean Energy Programs:**
Following the county-wide tour and meetings with the Colorado Office of Economic Development and International Trade in 2017, staff have been working on follow-up steps. The focus in 2017 has been on building partnerships for state funding, working to see that Colorado Energy Office continues to have funding and grants available, and laying the groundwork for a joint effort to propose funding and programs for the Colorado Energy Office for the 2018 legislative session.

The GCE Xcel Energy Partners in Energy Action Plan also includes exploration of a pilot program in collaboration with Xcel Energy to allow for more flexible use of Demand Side Management Program funds so that GCE could potentially access some of the program or marketing funding that Xcel Energy has budgeted for energy efficiency programs.

In addition, GCE is applying to participate in the National Renewable Energy Lab Solar Energy Innovation Network, which could potentially link GCE with technical resources and grant funding if the application is successful. The partners we put together for this application include the Glenwood Springs Electric Utility, Holy Cross Energy, Xcel Energy and Aspen Electric.

**Maximizing Local Renewable Energy**
GCE has helped make Garfield County a state and regional leader in renewable energy installations. Thirty-seven solar arrays have been installed at government facilities generating 4.5MW, which is enough to power 1,100 homes each year.

As part of the GCE scope of work to grow on the past success and continue developing local power sources, Garfield Clean Energy has hosted and sponsored two very successful workshops laying the groundwork for a regional roadmap for getting more renewable energy installed in the region, and doing this in a way that maximizes economic diversification and job training opportunities.

The first workshop, held on March 3rd, provided information and resources on all potential clean innovative energy sources in the region. This led to a second workshop in July focusing in on solar, with key utility experts on solar participating. The workshop series resulted in NREL encouraging the region to apply to be part of the NREL’s Solar Energy Innovation Network (mentioned above.)

**Government Buildings:**
Garfield Clean Energy tracks energy use data for all nine GCE partners on the Garfield Building Energy Navigator. Tracking utility bill and live data at our large government facilities has proven helpful to facility managers to monitor and manage the energy use at
the buildings. Staff use this data to verify savings after projects have been installed, to troubleshoot unusual energy use or spikes, and identify low-cost savings opportunities. The average annual savings from the participating government buildings has been $300,000 a year, most of the savings are due to operational changes with minimal up-front investment.
Here are several examples of how this energy data has been helpful for the Town of Carbondale.

**Recreation Center**
The Recreation Center continues to perform very well with a strong reduction in grid electricity and gas consumption. Due to the purchase of the array from the PPA developer solar generation is unable to be charted at this time. Two exciting projects are currently underway at the facility. First, retrofit of lighting to LED and second consideration on high efficiency electric heat pump hot water heating to replace a leaking gas fired unit. These measures will further reduce energy consumption and lower carbon emissions at the facility.

![Chart Summary](image)

**Third Street Center**
The third street center continues to exemplify the best practices of ongoing energy management and seeing resulting savings compared to the prior year. Energy consumption has dropped by 17% compared to 2016 and the energy intensity has dropped by 18.75% to a 32.5 kBtu/sq ft which is 50% below the average for office buildings nationwide. An LED retrofit was completed in the spring of 2017 which continues the energy consumption trends at the facility.
Wastewater Treatment Plant

The Town’s highest energy user is the WWTP. Below is a year view, showing the total energy consumed. Reductions in energy consumption have saved 6% of total energy consumed at the site in the past twelve months. The reduction in consumption have allowed the CEC solar allocated to the site to increase from 23% to 27%. The corresponding reduction is roughly equivalent to taking 15 cars off the road for one year.
Residential Services
GCE launched the residential programs across the county in the fall of 2010 and has helped 938 families upgrade their homes since then. The program launched with energy coaching services and rebates provided by Department of Energy ARRA funding along with funding to establish the Residential Revolving Loan fund.

**CARE income qualified cumulative results:** In 2015, GCE and the Town of Carbondale provided the matching funds to launch the income qualified and leverage significant funding from Energy Outreach Colorado and participating utilities (Xcel Energy, Holy Cross Energy, Black Hill Energy). This was the first rural partnership with Energy Outreach Colorado and has resulted in EOC developing the formal CARE program and expanding it to 7 additional counties.

Thirty-two income-qualified households in Carbondale have received weatherization, lighting and heating system upgrades valued at $184,465. Annual energy savings are estimated at $29,214. Countywide, the CARE Program has leveraged $335,515.59 in funding from Xcel Energy, Holy Cross, Black Hills and Energy Outreach Colorado to deliver free energy upgrades and help families lower their utility bills. These funds are only available when local programs exist to implement the projects. In addition to GCE funds, the Town of Carbondale allocates additional funds for town residents.
Transportation
GCE’s work on transportation has focused on encouraging active transportation, alternative fuel infrastructure and promoting alternative fuel vehicles. This work has led to the development of the CNG stations and public electric vehicles charging stations across the County. GCE has worked to simultaneously develop infrastructure while promoting and encouraging the purchase of alternative fuel vehicles to ensure both are implemented with success.

Ride Garfield County: This project encourages multimodal transportation options to help reduce congestion and meet GCE petroleum independence goals. This project has gained visibility and regional participation due to the Grand Avenue Bridge project. The timeframe for the summer program was extended through November and many partners have emerged in the form of CDOT, the City of Glenwood Springs, employers, bicycle shops, and government entities.

EV Bulk Purchase program: GCE and CLEER coordinated a regional electric vehicle bulk purchase program running from April through July in Garfield, Pitkin and Eagle Counties to secure a dealer discount for buyers during the period. For the first time in the state, four dealers participated offering discounts to buyers. During this time, 42 vehicles were purchased and 22 of those were at dealerships in Garfield County. Thirteen of those buyers came from outside Garfield County.

To continue this track record of regional collaboration and success, GCE is requesting that its nine member governments include funding for the Garfield Clean Energy Collaborative in their 2018 budgets. The GCE Board is asking GCE members to include funding in their 2018 budgets at the same amounts as 2017; for Carbondale this amount is $25,000. Thank you for your continued participation, support and consideration of this 2018 request.
Economic and Energy Benefits for Households and Businesses in Carbondale

<table>
<thead>
<tr>
<th>Residential energy efficiency summary</th>
<th>2010 - 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home energy assessments</td>
<td>119</td>
</tr>
<tr>
<td>Energy efficiency retrofits completed, by household</td>
<td>215</td>
</tr>
<tr>
<td>CARE Program participants (income-qualified)</td>
<td>31</td>
</tr>
<tr>
<td>Total retrofit project investments, incl. Home Energy Program</td>
<td>$939,475</td>
</tr>
<tr>
<td>Estimated total annual energy savings</td>
<td>$65,575</td>
</tr>
<tr>
<td>Residential Revolving Loan Fund borrowers</td>
<td>15</td>
</tr>
<tr>
<td>Outreach efforts: door-to-door</td>
<td>150</td>
</tr>
<tr>
<td>LEDs given away</td>
<td>240</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Commercial energy efficiency summary</th>
<th>2010 - 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy efficiency retrofits completed, by site</td>
<td>64</td>
</tr>
<tr>
<td>2014-2017 Building energy walkthroughs</td>
<td>19</td>
</tr>
<tr>
<td>Total retrofit project investments</td>
<td>$2,128,856</td>
</tr>
<tr>
<td>Estimated annual energy savings</td>
<td>$155,886</td>
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</tbody>
</table>

Carbondale contractors doing energy efficiency work

- ABC Insulation
- Aspenglow Lighting Design
- B Weaver Construction
- Jason Carter Builder
- Charles Bauer
- Building Performance Contractors
- Cady & Associates
- Carter Electric
- Cheney Plumbing & Heating
- Confluence Architecture
- Crystal Custom Builders
- Durgin Electric
- Dyer Electric, Inc.
- El Sol Solar
- Energy Efficiency Solutions
- Evolution Energy
- Frostbusters & Coolth
- Hunter Construction
- Hunter Electric
- HVAC Technical Services
- Insight Construction Inc.
- Legacy Homes
- Mountain View LLC
- Pacific Sheet Metal
- Sol Energy
- Solar Flair Thermal Systems
- Sopris Plumbing & Heating
- Sunsense Solar
- Reliable Electric Design Systems Inc.
- Roaring Fork Sign & Lighting
Carbondale businesses benefitting from energy efficiency retrofits

311 Main, LLC
320 Main Street Condominium Association
Ambiance Inn
Aspen Valley Land Trust
C’dale LLC
Carbondale Animal Hospital
Carbondale Beer Works
Carbondale Commercial Services Unit A
Carbondale Community Food Co-op
Carbondale Community School
Carbondale Senior Housing
Carbondale Square
Carbondale United Methodist Church
Cattle Creek Depot
CCP, LLC
Centennial Plaza Associates
CMC – Lappala Center
Town Restaurant
Collins Land Acquisition
Colorado West Roofing, Inc.
Crystal Fly Shop
Crystal Glass Studio
Days Inn
Dos Gringos Burritos
Equus Private Wealth
Faith Lutheran Church
Garcia’s Market
Gracie Jiu-Jitsu
Indoor Garden Supply, LLC
J&B Properties
KDNK
Marble Distilling Co., LLC
Mary’s Spirits
Mi Casita
Miser’s Mercantile
Mt. Sopris Montessori
Peppino’s Pizza
Phat Thai
Piñon Forge
Ragged Mountain Sports
Rasmussen Design
Red Hill Animal Health Center
Red Rock Diner
RFSD
Roaring Fork Valley Co-op
Saint Mary of the Crown
Senior Housing
Sopris Crossfit
Sopris Liquor and Wine
Spruce Building
Sunsense Solar
The Orchard Life
The Pour House
Thunder River Theater Co.
Town of Carbondale – Public Works
Town of Carbondale - Roaring Fork Water Plant
Town of Carbondale – Third Street Center
Tyler Stableford Photography
United Methodist Church
Village Road HOA
Wine Time LLC
Wood Nichols LLC
### Residential Loan Fund

<table>
<thead>
<tr>
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<tr>
<td>Loans each year</td>
<td>1</td>
<td>7</td>
<td>14</td>
<td>15</td>
<td>6</td>
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<tr>
<td>Cumulative total</td>
<td>1</td>
<td>8</td>
<td>22</td>
<td>37</td>
<td>43</td>
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<tr>
<td>Average loan amount</td>
<td>$7,125</td>
<td>$6,670</td>
<td>$9,658</td>
<td>$10,423</td>
<td>$9,804</td>
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<tr>
<td>Amount loaned each year</td>
<td>$7,125</td>
<td>$46,691</td>
<td>$135,213</td>
<td>$156,349</td>
<td>$76,222</td>
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<td>Cumulative total loans</td>
<td>$7,125</td>
<td>$53,816</td>
<td>$189,029</td>
<td>$345,378</td>
<td>$421,601</td>
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As of Dec. 31, 2016

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<table>
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<tr>
<th></th>
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</tr>
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<tbody>
<tr>
<td>Principal &amp; interest repaid to date</td>
<td>$222,026</td>
<td>Portfolio balance</td>
</tr>
<tr>
<td>Portfolio yield</td>
<td>2.242%</td>
<td>Available loan pool</td>
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### 2016 Residential activity

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Residential retrofits completed</td>
<td>111 homes</td>
</tr>
<tr>
<td>Total retrofit project costs</td>
<td>$543,653</td>
</tr>
<tr>
<td>Estimated annual energy savings</td>
<td>$51,145</td>
</tr>
<tr>
<td>Coaching clients</td>
<td>145</td>
</tr>
<tr>
<td>E-mails/calls</td>
<td>704</td>
</tr>
</tbody>
</table>

CARE Program participants.

### 2016 Home Energy Program (for income-qualified families)

<table>
<thead>
<tr>
<th></th>
<th>Total calls</th>
<th>Qualified</th>
<th>Home visits</th>
<th>Upgrades complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parachute / Battlement</td>
<td>19</td>
<td>14</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>Rifle</td>
<td>12</td>
<td>9</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Silt</td>
<td>6</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>New Castle</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Glenwood Springs</td>
<td>10</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Carbondale</td>
<td>20</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td><strong>Countywide total</strong></td>
<td><strong>73</strong></td>
<td><strong>53</strong></td>
<td><strong>51</strong></td>
<td><strong>51</strong></td>
</tr>
</tbody>
</table>

### CARE Program upgrades:

- High efficiency furnaces, boilers, hot water heaters and evaporative coolers,
- windows, insulation, air sealing,
- LEDs, programmable thermostats, Energy Star fridges.

### Commercial activity summary

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Coaching clients</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial retrofits completed, by site</td>
<td>25</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>Total retrofit project costs</td>
<td>$395,640</td>
<td>260</td>
<td></td>
</tr>
<tr>
<td>Estimated annual energy savings</td>
<td>$65,703</td>
<td>Energy Coach building walk-throughs</td>
<td>35</td>
</tr>
<tr>
<td>Walk-throughs resulting in projects</td>
<td></td>
<td>100%</td>
<td></td>
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</table>
Cumulative Solar Growth in Garfield County – 2008-2016

Western Slope CNG Network 2016 activity

<table>
<thead>
<tr>
<th>Station/Network</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Parachute station</td>
<td>Continued coaching for prospective fleet customers</td>
</tr>
<tr>
<td>Rifle station</td>
<td>Alt Fuels Colo grant awarded; opening TBD – alternative sites sought</td>
</tr>
<tr>
<td>Glenwood Springs station</td>
<td>Continued coaching for prospective fleet customers</td>
</tr>
<tr>
<td>Network conference calls</td>
<td>NA</td>
</tr>
<tr>
<td>Network newsletters</td>
<td>NA</td>
</tr>
<tr>
<td>Educational presentations</td>
<td>Mobility Forum, Rifle CNG luncheon,</td>
</tr>
</tbody>
</table>

2016 Economic Activity

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential upgrade projects</td>
<td>$543,653</td>
</tr>
<tr>
<td>Commercial upgrade projects</td>
<td>$395,640</td>
</tr>
<tr>
<td>2016 CARE Program upgrades</td>
<td>$140,193</td>
</tr>
<tr>
<td>EV Charging Stations (15 stations)</td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,229,486</strong></td>
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</tbody>
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Garfield Clean Energy events and trainings 2016

<table>
<thead>
<tr>
<th>Event name</th>
<th>Date</th>
<th>Location</th>
<th>Participants</th>
<th>Media hits</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFHS solar array ribbon-cutting</td>
<td>Jan. 28</td>
<td>Carbondale</td>
<td>200 +</td>
<td>3</td>
</tr>
<tr>
<td>Mobility Fuels &amp; Funding Forum</td>
<td>Feb. 5</td>
<td>Glenwood Springs</td>
<td>135</td>
<td>5</td>
</tr>
<tr>
<td>Energy Smart Contractor Expo</td>
<td>March 17</td>
<td>Glenwood Springs</td>
<td>170</td>
<td>3</td>
</tr>
<tr>
<td>National Bike to Work Day</td>
<td>May 20</td>
<td>Glenwood Springs</td>
<td>80</td>
<td>1</td>
</tr>
<tr>
<td>Education table at Carbondale Library</td>
<td>June 8</td>
<td>Carbondale</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td>Colorado Bike to Work Day</td>
<td>June 22</td>
<td>Glenwood &amp; Carbondale</td>
<td>300</td>
<td>2</td>
</tr>
<tr>
<td>C-PACE Comm’l Financing Workshop</td>
<td>June 30</td>
<td>Glenwood Springs</td>
<td>21</td>
<td>0</td>
</tr>
<tr>
<td>Proof is Possible Tiny Lab Tour</td>
<td>Sept 12</td>
<td>Carbondale</td>
<td>150</td>
<td>1</td>
</tr>
<tr>
<td>Electric Vehicle Ride and Drive</td>
<td>Sept 13</td>
<td>Glenwood Springs</td>
<td>50</td>
<td>1</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td><strong>1,136</strong></td>
<td><strong>16</strong></td>
</tr>
</tbody>
</table>

| Media coverage, education, outreach           |         |
| Media coverage                               | 39       |
Roaring Fork High School 378 KW solar array ribbon-cutting, Jan. 28

Mobility Forum Regional Leaders panel, Feb 5

Ride Garfield County, River District team

Glenwood Springs Subaru solar array

Glenwood Electric Vehicle Ride & Drive, Sept. 13

2016 CARE Program participant

OEDIT Director Fiona Arnold with contractors during tour of Garfield County
Our Vision and Goals

Garfield Clean Energy Collaborative (GCE) will be a national leader in using energy efficiency, renewable energy, and alternative fuels to build a strong, resilient, and diverse economy.

Collaborating with local governments, utilities, non-profit organizations, and businesses, GCE’s overarching goals will be to achieve a 20 percent increase in energy efficiency over the 2015 Garfield County baseline by 2030 and to obtain between 35 and 50 percent of energy from renewable sources by 2030.

How Will We Get There?

To make progress toward these goals, GCE will address six focus areas. The rationale behind the focus areas was built on the basis of priorities identified by the planning team, existing programs and initiatives that are working well in the region, identified opportunity gaps, and a view for what might be possible. The following is a summary of each focus area and associated, or specific actions, that GCE and its partners plan to take to achieve the goals and targets stated in this plan.

Focus Area 1: Commercial / Industrial / Agricultural

In 2015, customers in this focus area accounted for approximately 62 percent of total electricity use in the county and 33 percent of natural gas use. Work in this area will build on the success of the available commercial programs in the county and the efforts of more than 300 businesses that by 2015 have undertaken energy efficiency improvements with a target to engage critical businesses that have not participated in efficiency efforts historically. These critical businesses, such as oil and gas producers, can improve their bottom line while helping the county reach its energy efficiency goals. Moreover, a robust program that helps all commercial, industrial, and agricultural users in the county will stimulate local economic development. Given the varied nature of commercial entities in the county, several strategies were designed to increase small business participation, engage large industrial businesses for the long term, and provide resources for the evolving agricultural sector (e.g., marijuana producers).

Strategy 1: Increase Energy Efficiency in Businesses throughout the County
Residential energy use accounted for 34 percent of electricity use and 64 percent of natural gas use county-wide in 2015. This focus area builds on the successes to date for low-income households to maximize efficiency. In Garfield County, helping households cut energy expenses is especially important in a region that faces affordable housing challenges, giving families more disposable income for other important priorities. Ongoing collaboration among county utilities and GCE will make it easier for all households to participate in efficiency improvements, use innovative financing and incentive programs, and support a sustained effort to reach the efficiency goals county-wide.

Focus Area 3: Public Institutions

Maximizing energy savings and tapping energy innovations in municipal and government facilities demonstrates efficient use of tax-payer funds, ensures local governments are leading by example on resource efficiency, and is an important part of regional economic resilience. While this focus area only accounts for about 3 percent of total electricity and natural gas use in the county, efforts at this level are important in demonstrating to the broader county community that energy efficiency and renewable energy make good economic sense. In addition, there is a strong framework that already exists within the public-school sector that has the potential to be refreshed and expanded.

Focus Area 2: Residential

Focus Area 2: Residential
As the county continues to grow in population and demand for energy matches that growth, it becomes more important to look toward generating renewable energy in order to have a more robust and resilient community and economy. Advancing renewable energy requires an understanding of need, capacity, innovation, and policy that removes barriers and encourages investment and participation throughout the county. Residents, businesses, and utilities have a role in accelerating the adoption of solar and other viable renewable energy options over the coming years.

Focus Area 4: Renewable Energy

Strategy 8: Accelerate Residential and Commercial Solar Adoption


Focus Area 5: Innovative Design and Construction

Along with improvements to existing buildings and facilities, the region is expecting growth in new homes and commercial buildings over the coming decades. By ensuring that new buildings and facilities are built to the highest energy efficiency standards, those facilities will use less energy per square foot. In addition, when housing is built to meet energy efficiency standards, housing stays more affordable over time.

Strategy 10: Build in Efficiency and On-site Renewables from the Start

Focus Area 6: Policy and Institutional Frameworks

State and local leadership and policies have played an essential role in energy efficiency and renewable energy gains in Garfield County to date. This plan identifies short-term goals and actions that will enable the county to make continuous progress, to share successes, and to engage more of its population in energy efficiency and renewable energy alternatives. It also offers a forum and framework for looking beyond the short term, to be visionary, to influence local, regional, state, and even national conversations and efforts, and to increase investment, innovation, and policy for wise energy use.

Strategy 11: Strengthen State, Regional, and Local Policies and Funding Sources to Accelerate Energy Efficiency and Renewable Energy
Memorandum of Understanding
Phase 2 – Plan Implementation

Stuart McArthur
Board Chair
Garfield Clean Energy Collaborative

Erica Sparhawk
Program Director, Clean Energy Economy for the Region
Garfield Clean Energy Collaborative

The intent of this Memorandum of Understanding is to build on the collaboration to date between Garfield Clean Energy and Xcel Energy in developing a community-wide energy action plan. Xcel Energy, through its Partners in Energy offering, has supported the development of this energy action plan. This document will outline how the Garfield Clean Energy Collaborative and Xcel Energy will continue to work together to support the community as they implement their energy action plan, strive to generate 35 to 50 percent renewable energy by 2030, and reach the following energy efficiency goals and levels of customer participation:

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<th>Focus Area</th>
<th>Incremental Electricity Impact (in kWh)</th>
<th>Incremental Natural Gas Savings (in therms)</th>
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<td>Total Conservation Goal (April 2017-December 2018)</td>
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<td>Total Participant Goal (April 2017-December 2018)</td>
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The term of this joint support, as defined in this document, will extend from April 1, 2017, until December 31, 2018. This is a voluntary agreement and not intended to be legally binding for either party.

**Xcel Energy will support Garfield Clean Energy Collaborative in achieving the goals of its energy action plan, by area of focus, in the following ways:**

- **Commercial, Industrial, and Agricultural Sectors:**
  - Increase energy efficiency in businesses by participating on a strategy team and coordinating with Xcel Energy program staff.
  - Support the development of streamlined multi-media marketing and outreach material content for targeted business sectors and energy efficiency programs.
  - Support business sector identification and send program information using existing Xcel Energy customer lists.
  - If needed, support development of industrial outreach materials or case study.
  - Support outreach and education to the large energy users identified in plan (oil and gas industry).
  - Help create targeted programs and outreach for agriculture energy users by identifying agricultural energy experts, supporting content development for an energy efficiency workshop, or supporting education/marketing materials.
  - Support development of outreach and training materials (case studies and best practices information).
  - Support funded by Xcel Energy for this focus area is not to exceed 125 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and does not include support provided by Xcel Energy internal staff.

- **Residential Sector:**
  - Boost energy efficiency in the residential sector by participating on a strategy team and coordinating with Xcel Energy program staff (e.g., look at ways to leverage programs, such as Xcel Energy's Home Energy Squad, in key areas).
  - Support development of streamlined multi-media marketing and outreach material content for residential sector.
  - Support content for congregation outreach efforts.
  - Provide up to $1,500 in outreach material printing and postage for mailing to customers.
  - Support funded by Xcel Energy for this focus area is not to exceed 64 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and does not include support provided by Xcel Energy internal staff.
- **Public Institutions:**
  - Assist Garfield Clean Energy Collaborative in leading by example within government/public facilities by supporting development of training content for facilities managers for government and educational locations.
  - Support and coordinate efforts to plan workshop for public facilities. Provide up to $200 for a venue. Funding can't be used to purchase or reimburse alcohol.
  - Help develop a case study for outreach and engagement purposes.
  - Support and build upon Garfield Clean Energy efforts around energy management and energy education within Garfield County schools.
  - Support funded by Xcel Energy for this focus area is not to exceed 60 hours. These hours will include those provided through our Partners in Energy team from Bredle Group and does not include support provided by Xcel Energy internal staff.

- **Renewable Energy:**
  - Help accelerate residential and commercial solar adoption by developing streamlined content of renewable energy opportunities for homeowners and businesses and helping distribute related marketing and education materials.
  - Provide renewable program coordination and support.
  - Provide input and guidance to help Garfield Clean Energy and partners better understand Xcel Energy's renewable energy mix and assist in developing list of renewable energy opportunities to reach renewable energy targets, including possibly participating in strategy team or workshop.
  - Support funded by Xcel Energy for this focus area is not to exceed 46 hours. These hours will include those provided through our Partners in Energy team from Bredle Group and does not include support provided by Xcel Energy internal staff.

- **Building Design and Construction:**
  - Coordinate with Xcel Energy program staff on design and business new construction resources.
  - Support new material development that may be included for building departments.
  - Support funded by Xcel Energy for this focus area is not to exceed 25 hours. These hours will include those provided through our Partners in Energy team from Bredle Group and does not include support provided by Xcel Energy internal staff.

- **Policy:**
  - Strengthen state, regional, and local policies and funding sources to accelerate efficiency and renewable energy by serving as a liaison where appropriate.
  - Support funded by Xcel Energy for this focus area is not to exceed 10 hours. These hours will include those provided through our Partners in Energy team from Bredle Group and does not include support provided by Xcel Energy internal staff.
• Provide comprehensive project management and support of the energy action plan approval process.
  o Facilitate check-in meetings, track and report energy results and activity to date, coordinate and deliver, where appropriate, implementation kick-off activities.
  o Provide $7,500 to reimburse expenses from incremental labor resources, such as additional intern costs.
  o Support funded by Xcel Energy for this focus area is not to exceed 90 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and does not include support provided by Xcel Energy internal staff.

Garfield Clean Energy Collaborative commits to supporting the energy action plan to the best of its ability by:
• Achieving the energy efficiency and renewable energy impacts outlined in the energy action plan.
• Performing the leadership, coordination, tracking, and outreach duties as outlined in the energy action plan.
• Providing Xcel Energy an opportunity to review marketing materials to assure accuracy when they incorporate the Xcel Energy logo, Partners in Energy logo, reference Xcel Energy, or any of its products or services.
• Sharing the collateral, energy action plan document, supporting work documents, and implementation results from the Garfield Clean Energy Action Plan with the public. The experience, successes, and lessons learned from this community will inform others looking at similar or expanded initiatives.

These tasks by area of focus include but are not limited to:
• Commercial, Industrial, and Agricultural Sectors:
  o Coordinate and convene strategy teams as needed for increasing energy efficiency in businesses, industrial facilities, and agriculture.
  o Identify and track target trades and conduct direct outreach.
  o Plan and participate in EnergySmart Contractor Expo to deliver outreach and create engagement.
  o Help develop a database of agricultural energy users and coordinate, develop content, and recruit attendees for an agricultural workshop or deliver educational content through other means.
  o Organize a regional SRS C-PACE financing training for contractors. This was completed in February 2017.
  o Identify early adopters of CPACE and publicize.
XCEL ENERGY PARTNERS IN ENERGY
Memorandum of Understanding
Implementation Phase

- **Residential Sector:**
  - Identify target programs for focused outreach.
  - Identify potential funding sources.
  - Coordinate with Xcel Energy to offer local contractor trainings and workshops.
  - Work with partners to develop and implement congregation outreach program.

- **Public Institutions:**
  - Continue to build on existing Garfield Clean Energy government/school energy management program and develop case studies and outreach materials, along with county utilities and regional partners, to market energy management options.
  - Build on existing Garfield Clean Energy school energy management programs to strengthen and build educational opportunities.
  - Develop and host workshop about data-driven energy management in public buildings and schools, respectively.
  - Support targets and benchmarking for government partners.

- **Renewable Energy:**
  - Research and gather information about on-site and community solar opportunities and resources in the region.
  - Coordinate with Xcel Energy and other regional utilities to develop outreach materials that compile available renewable options; distribute to market sectors appropriately.
  - Seek potential funding sources.
  - Plan and host a renewable energy workshop outlining options and promoting support. This was completed in March 2017.
  - Work with partners to create strategic action and investment plan for meeting renewable energy targets.
  - Coordinate with Xcel Energy and other regional utilities to identify future renewable energy opportunities and share with eligible residents and businesses.

- **Building Design and Construction:**
  - Seek potential funding sources.
  - Identify and recruit local officials and building department officials to explore improved building codes.
  - Organize and host annual contractor expo, as well as training on building efficiency, high performance design, and innovations.

- **Policy:**
  - Conduct research for and propose pilot program relative to Demand Side Management (DSM) dollar sharing.
  - Research and propose data-gathering improvements.
  - Convene policy focus group/workshop to prepare for 2018 legislative session.
All communications pertaining to this agreement shall be directed to Erica Sparhawk, on behalf of Garfield Clean Energy Collaborative and Tami Gunderzik on behalf of Xcel Energy.

Xcel Energy is excited about this opportunity to support the Garfield Clean Energy Collaborative in advancing their goals around their intended focus areas. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy's support of energy-efficiency and renewables as important resources to meet your future energy needs.

For Garfield Clean Energy Collaborative: 


Date: 4/21/2017

For Xcel Energy:


Date: 4/24/17
# Garfield Clean Energy Collaborative 2018 Budget

## Version 1 - September 2017 - Draft

### INCOME

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September 21, 2017

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

Dear Board,

In the past several years the Mt. Sopris Historical Society has commenced lease agreements with the Town of Carbondale for rental of three separate historic properties owned by the town. We greatly appreciate the opportunity to continue to make these historic properties available to the public through our partnership and would like to provide an update to the Board on the status of the buildings as well as their community use. The specific properties on which, I would like to report are The Historic Thompson House Museum, The Old Town Jailhouse and the Historic Log Cabin.

Additionally, I would like to let the board know about some of the other projects on which we have been working to protect our community’s unique sense of place while stimulating economic revenue to the community through informed preservation, cultural heritage tourism and creative economy strategies and partnerships.

In particular I would like to provide the Board with an update on the “Save Historic Garfield County” initiative and ask the Carbondale Board of Town Trustees for their endorsement of the “1A” Ballot issue, which will be put to vote in this falls election.

In closing I thank the Town of Carbondale for all of their considerable support of our efforts to realize our mission objectives and serve the community.

Attached, please find supporting materials for this meeting request.

Thank you for your consideration,

Beth White
Executive Director
The Mt. Sopris Historical Society
Support Historic Garfield County

Why should I vote “YES” on 1A?

Preserve Our Way of Life

Colorado is rapidly growing and Garfield County is changing. We all feel that. Change can be a good thing, but it also holds a danger... the loss of our sense of place and the unique character that makes each of our communities special. The where we came from. The who we came from. Our history. Our way of life. Historic preservation is our best tool to hold onto our heritage and protect the character of our communities. What's your story?

Grow the Local Economy

For every $1 million dollars that Colorado communities invest in historic preservation, they get a $1.03 million-dollar return. Much of that return comes from the heritage tourist who spends $7.2 billion in Colorado each year. That number accounts for more than half of all Colorado tourism dollars, and it's growing. Heritage tourists stop and spend money in the places they visit. They take in our historic and cultural experiences, eat in our restaurants, shop in our stores, and sleep in our lodging. The dollars they spend do double duty for the citizens of Garfield County. They flow into our local businesses and generate sales tax for our municipalities.

Protect Our Special Places

Garfield County’s historical societies work hard to preserve our historic assets and provide quality experiences for our citizens and visitors alike. But our museums are aging. Existing funding sources are limited and unsustainable. It’s a constant struggle to keep the doors open and several of our historical societies will not have funds to continue past 2018.

Voting “YES” on 1A demonstrates a commitment to saving our historical societies, protecting our special places and creating more meaningful places in the future.

You can’t know where you are going until you know where you have been.

Paid for by Citizens for Historic Garfield County historicgarfieldcounty.org
Support Historic Garfield County

How does it work?

Where would the money come from?
A new property tax mill levy of 0.45 of one mill (0.00045) would generate an estimated $1,000,000 annual fund beginning with tax year 2018 and ending with tax year 2027. Voters may reauthorize the fund in the future.

Who would oversee the fund?
The fund would be administered by "Historic Garfield County", a seven (7) member advisory board that would report to the Board of County Commissioners (BOCC). The advisory board would be appointed by the BOCC.

Who decides?
You! The voters of Garfield County. The Garfield County Board of County Commissioners voted unanimously in favor of placing this measure on the Fall 2017 general election ballot. To support this measure you simply need to vote "YES" on 1A and return your ballot by Nov. 7, 2017.

How much will it cost me?

Residents who do not own property
$0.00 in Garfield County

Residential Property Owners
$3.24 per $100k of assessed property value per year

Commercial, Agricultural & Vacant Land
$13.05 per $100k of assessed property value per year

Oil & Gas Producers
$39.38 per $100k of assessed property value per year

Calculations based on the statewide 2017-2018 residential assessment rate of 7.20%, the commercial, agricultural & vacant land assessment rate of 29%, and the assessment rate for oil and gas producers of 87.5%. These rates are set by the Colorado General Assembly and State Board of Equalization.

Who will benefit?

This initiative was drafted by leaders of historical societies from communities throughout Garfield County

The fund will help keep these historical societies open, enhance our public programming, and encourage new cultural heritage preservation efforts across the county

Nov. 7, 2017 VOTE YES FOR HISTORY “YES” on 1A

Paid for by Citizens for Historic Garfield County historicgarfieldcounty.org
MSHS Projects and Collaborations

. Implementation of $200,000 of grant monies secured from state, county and local community partners to protect, preserve and make the Historic Thompson House Museum available to the community ongoing.

- State Historic Fund (SHF) $94,815
- (SHF) Matching Grant $31,606
- CORE $10,000
- FMLD $25,000
- GARCO $7,000
- Aspen Thrift Store $2,500

. Provide educational site visits for Carbondale schools to help them fulfill State of Colorado 4th Grade History learning requirements.

. Revitalization of History Park at the Jailhouse and Log Cabin, including property reuse of historic buildings for use by local artists, intimate community gatherings and a possible informal welcoming center for the southern entry point into Carbondale.

. Passage of the "1A" fall 2017 ballot measure to secure sustained funding for historic societies throughout Garfield County, that would also maximizing returns on cultural heritage tourism tax dollars allowing us to better protect our communities unique sense of place and quality of life.

. Pitching production concept of a Rocky Mountain PBS episode of Colorado Experience themed around our HWY 133, "Cultural Heritage Corridor" with a focus on the relationship between the Historic Thompson House Museum and the Redstone Castle as a narrative through which to explore the history of western expansionism along Colorado's Crystal River.

. Have established viable collaborative relationships with the following organizations to brand and promote Carbondale’s unique cultural heritage,
The U.S Department of the Interior
The Colorado Department of Transportation
The Colorado Tourism Office
The Colorado Department of Economic Development
The National Association for State and Local History
The Mountain Plans Museum Association
The North West Colorado Cultural Heritage Tourism
The Garfield County Board of Commissioners
The Aspen Historical Society
The Four Rivers Historic Alliance
The Redstone Historical Society
The Save Historic Garfield County Alliance
The Carbondale Chamber of Commerce
The Carbondale Tourism Board
The Carbondale Arts
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: 11

Meeting Date: September 26, 2017

TITLE: Allocation of $5,000 as a matching grant for a GOCO 2018 Planning Grant for the Rio Grande ARTway Corridor Lighting Plan

SUBMITTING: Parks & Recreation Department

PURPOSE: - RFTA Planning Staff intends to work with the Town of Carbondale to submit a Great Outdoors Colorado (GoCo) 2018 Planning Grant for a Rio Grande ARTway Corridor Lighting Plan. The purpose of the plan will be to improve a non-motorized priority corridor for both the Town and RFTA, by making it safer and more comfortable to travel between downtown and the BRT Station via walking or biking. Carbondale is required to lead the application as a local government. The estimated grant request will be $50,000; with a 25% local match ($12,500) split evenly between RFTA ($6,250) and the Town ($6,250). Although Carbondale Staff is confident that the matching funds will be allocated, they cannot guarantee the 2018 expenditure until the budget process is completed in late September. Following confirmation from the Town, RFTA Staff will include a grant resolution in the October 12th RFTA Board packet. The grant is due to GoCo by November 2, 2017.” From RFTA Memo.

BACKGROUND: The RFTA proposal for use of the planning grant would provide the following percentages to the effort: 60% would be spent on public outreach and processes, 30% on design and 10% on conceptual plan set. The plan is heavy on the public outreach to receive ample input on the design criteria for lighting the trail for various lighting needs, i.e.-illumination of specific art installments while providing appropriate levels of pedestrian safety lighting throughout the corridor. Town would provide necessary resolution, RFP and the ensuing standard contract and in-kind staff time to complete the grant necessities. The TOC Parks & Recreation Master Plan from 2015 recommended to improve the bicycle and pedestrian network to create better connectivity to public buildings, parks and major trail networks. Recommendations included the addition of path lighting along the Rio Grande Trail from Highway 133 to Main Street.

DISCUSSION: We presently have $5,000 allocated in the draft 2018 budget. This is allocated in the Rec Sales and Use Tax Line Item 75-4800-9362 Trail Improvements. This project was on the agenda for the September 13th meeting of the Parks & Recreation Commission. The following items were discussed:

- Preservation of the dark night sky is important for lighting choices.
- Requested that solar lighting technology and applications be explored.
- Commissioners were concerned with expenditures out of RSUT fund for a project not on their priority list or owned by the town.
- The commissioners would like to see a redistribution of the funds percentages from what was originally proposed with more emphasis on getting closer to a shovel ready plan. The motion
read as follows:

The P & R Commission is in support of the concept of participating in a GOPO Planning Grant for Art Way Lighting of the Priority Corridor Project on the Rio Grande Trail with a redistribution of funds towards the production of an implementable minimum schematic level design, which is needed for public outreach and buy in. Motion passed unanimously.

**RECOMMENDATION:** This corridor has been identified by the Town Trustees and by RFTA as a priority corridor to enhance safety and security for public trail users. It will also provide an amenity for the proposed art way. The grant narrative and details should ensure that the potential opposition to the project will be addressed through the public outreach portion of the planning process. The expenditure percentages should be changed to produce a plan that is implementable in scope vs. conceptual in scope. This grant should produce a design that includes photo metrics for an actual lighting project.

**Prepared By:** Eric Brendlinger, Recreation Center Manager

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Town Manager
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Memorandum

Meeting Date: 9-19-17

TITLE: Carbondale Marketplace (City Market) Subdivision Extension of Deadline to Record Subdivision Plat

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Ordinance No. 15, Series of 2017, Approving Deadline Extension Letter of Request from Drew Warot, King Soopers/City Market

BACKGROUND

The Board of Trustees approved the Carbondale Marketplace (City Market) Subdivision application on March 16, 2016. Ordinance No. 5, Series of 2016, included a condition of approval that the subdivision plat, including associated documents, be recorded by June 14, 2016. Since that time, the deadline to record the plat has been extended six times. The current deadline is September 28, 2017.

DISCUSSION

Drew Warot of King Soopers/City Market has requested that the deadline be extended until February 28, 2018. The letter requesting this extension is attached. The letter once again cites unforeseen capital reallocation by Kroger; however, it also notes that Dillon Companies, Inc., d/b/a/ City Market, has recently placed property within this development under contract. Kroger hopes to be able to move forward with purchase of land and development of a new grocery store within its next fiscal year which commences on February 1, 2018.

Attached please find Ordinance No. 15, Series of 2017, extending the recordation date to February 28, 2018 for the Board's consideration. The ordinance includes a condition that by January 15, 2018, the developer must submit a number of documents, i.e., covenants, deeds, title commitments, letters of credit, etc., to the Town for review and processing prior to the February 28, 2018 recording date. Staff is supportive of the extension.
FISCAL IMPACT

The existing grocery store is the highest tax generator in town. It is hoped that an improved and updated grocery store would retain shoppers in town and capture out of town shoppers.

RECOMMENDATION

Staff recommends the following motion: Move to approve Ordinance No. 15, Series of 2017, approving an extension of the deadline to February 28, 2018 to record a final subdivision plat for the Carbondale Marketplace Subdivision.

Prepared By: Janet Buck, Planning Director

JH
Town Manager
August 25, 2017

Jay Harrington
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623


Dear Jay:

Please accept this letter as a formal request to extend the Final Plat recordation deadline, as outlined in Ordinance No. 5, Series of 2016 until the date of February 28, 2018. We understand that the Board action to consider this request may be heard at the Town Board of Trustees Hearing presently scheduled for September 26, 2017.

As noted in the previous extension request, the unforeseen capital reallocation by The Kroger Co. remains impactful on the timing of the closing on the subject property. The fiscal calendar year for Kroger ends and begins on February 1, 2018. Approving an extension until February 28, 2018, allows for Kroger to draw upon funds allocated within their 2018 fiscal year to close on the property and record the Final Subdivision Plat.

As such, Dillon Companies, Inc., d/b/a City Market, respectively requests a One-Hundred Fifty (150) day extension pursuant to Town code, from September 28, 2017 to February 28, 2018.

Sincerely,

Drew Warot
Division Real Estate Assistant Manager
King Soopers/City Market Division
ORDINANCE NO. 15
SERIES OF 2017

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING A SEVENTH EXTENSION OF THE DEADLINE TO RECORD
A FINAL SUBDIVISION PLAT FOR
THE CARBONDALE MARKETPLACE SUBDIVISION

WHEREAS, Crystal River Marketplace, LLC ("Applicant"), previously submitted
an application to the Town of Carbondale ("Town") for the approval of a final
subdivision plat ("Final Plat") for a five-lot subdivision to be known as the Carbondale
Marketplace Subdivision;

WHEREAS, on March 16, 2016, the Board of Trustees adopted Ordinance No. 5,
Series of 2016, which ordinance included approval of the proposed subdivision and
ancillary requests for a special use permit to authorize a fueling station upon proposed
Lot 3 of the subdivision, for site plan approval to authorize the location and development
of an approximately 60,000 s.f. grocery store upon proposed Lot 2, a fueling station upon
Lot 3, and a 9,600 s.f. (net leasable space) retail building upon proposed Lot 4, and for a
conditional use permit to authorize a drive-through pharmacy as part of the grocery store
operation upon proposed Lot 2; and

WHEREAS, pursuant to Section 3 of said Ordinance No. 5, the deadline to
execute and record a final subdivision plat (and complete such other obligations prior to
or contemporaneous with recordation of the final subdivision plat, as set forth in
Ordinance No. 5, Series of 2016) was 90 days following adoption of Ordinance No. 5, or
June 14, 2016; and

WHEREAS, the Applicant subsequently requested that the deadline of June 14,
2016 be extended to allow additional time for preparation, execution, and recording of
final documents, and the Board of Trustees approved Ordinance No. 10, Series of 2016,
to provide the Applicant until August 12, 2016 to execute and record a final subdivision
plat (and complete such other obligations prior to or contemporaneous with recordation
of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016); and

WHEREAS, the Applicant subsequently requested that the deadline of August 12,
2016 be extended to allow additional time for preparation, execution, and recording of
final documents, and the Board of Trustees approved Ordinance No. 14, Series of 2016,
to provide the Applicant until October 11, 2016 to execute and record a final subdivision
plat (and complete such other obligations prior to or contemporaneous with recordation
of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016); and

WHEREAS, the Applicant subsequently requested that the deadline of October
11, 2016 be extended to allow additional time for preparation, execution, and recording
of final documents, and the Board of Trustees approved Ordinance No. 19, Series of
2016, to provide the Applicant until February 28, 2017 to execute and record a final subdivision plat (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016) and

WHEREAS, the Applicant subsequently requested that the deadline of February 28, 2017 be extended to allow additional time for preparation, execution, and recording of final documents, and the Board of Trustees approved Ordinance No. 5, Series of 2017, to provide the Applicant until April 28, 2017 to execute and record a final subdivision plat (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016) and

WHEREAS, the Applicant subsequently requested that the deadline of April 28, 2017 be extended to allow additional time for preparation, execution, and recording of final documents, and the Board of Trustees approved Ordinance No. 8, Series of 2017, to provide the Applicant until June 28, 2017 to execute and record a final subdivision plat (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016) and

WHEREAS, the Applicant subsequently requested that the deadline of June 28, 2017 be extended to allow additional time for preparation, execution, and recording of final documents, and the Board of Trustees approved Ordinance No. 11, Series of 2017, to provide the Applicant until September 28, 2017 to execute and record a final subdivision plat (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016) and

WHEREAS, again citing unforeseen capital reallocation by The Kroger Co., but also noting that Dillon Companies, Inc., d/b/a City Market, has recently placed property within this development under contract, and now hopes to be able to move forward with purchase of land and development of a new grocery store within its next fiscal year (which commences on February 1, 2018), the Applicant has now requested another extension of the deadline to execute and record a final subdivision plat (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016) for an additional five months, through and including Wednesday, February 28, 2018; and

WHEREAS, the Board of Trustees finds and determines to extend the deadline through Wednesday, February 28, 2018, in order for the Applicant to determine whether this development will go forward as approved.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that:
1. The Applicant’s request for an extension of the deadline to execute and record the final subdivision plat is hereby granted, upon the conditions set forth below. The Applicant shall have through and including Wednesday, February 28, 2018 to execute and record a final subdivision plat for the Carbondale Marketplace Subdivision (and complete such other obligations prior to or contemporaneous with recordation of the final subdivision plat, as set forth in Ordinance No. 5, Series of 2016).

2. On or before January 15, 2018, the Applicant shall deliver final drafts of the following documents to the Town for review and processing in advance of the February 28, 2018 final plat recordation deadline:

   a. Final Plat of Carbondale Marketplace Subdivision;

   b. First Amended Plat of Lots 2 & 4, Carbondale Marketplace Subdivision;

   c. Subdivision Improvements Agreement (SIA), as approved by the Board of Trustees on October 6, 2016 (with Exhibits A through D, including updated engineer’s cost estimate(s) with 2018 pricing information);

   d. Declaration of Restrictive Covenants with cost-sharing mechanism for Carbondale Marketplace Subdivision;

   e. Warranty Deed(s) to the Town for Shorty Pabst Way, Hendrick Drive, and Nieslanik Avenue;

   f. Easement Deeds to the Town (including title warranty) for all public utility, bicycle/pedestrian trails, and drainage easements;

   g. Quit Claim Deed for all appurtenant water rights;

   h. Final drafts of two irrevocable letters of credit required by SIA;

   i. Updated title commitments (issued no earlier than January 1, 2018) for all street right-of-way and easement dedications;

   j. All documents required to submit for an amendment to the Highway 133 Access Control Plan to the Colorado Department of Transportation (CDOT); and

   k. A copy of an executed agreement with the Rockford Ditch Association authorizing the applicant to relocate a portion of the Rockford
Ditch and to deliver irrigation water from the Ditch for irrigation of all landscaped areas within the Carbondale Marketplace Subdivision.

If any lender(s) holds a lien on the subject property, all documents to be recorded shall include a consent and lien subordination to be executed by the lender(s).

3. Except as amended herein, all terms and conditions of Ordinance No. 5, Series of 2016, shall remain in full force and effect.

INTRODUCED, READ AND PASSED this 26th day of September, 2017.

THE TOWN OF CARBONDALE

By: ________________________________

Dan Richardson, Mayor

ATTEST:

______________________________

Cathy Derby, Town Clerk
Board of Trustees Agenda Memorandum

Item No: 13
Attachment: N
Meeting Date: 9/26/17

TITLE: Possible Red Hill Land Acquisition/AVLT

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: Improvements Plat Survey, Red Hill PUD Parcel Outline, Garfield County Land Explorer

BACKGROUND:

The Town of Carbondale has explored the possibility of acquiring 24.96 acres at the base of Red Hill over the past decade. In the past, the asking price was beyond the ability of the Town and the Aspen Valley Land Trust (AVLT) to successfully acquire the property. This past year the listed price of the property has been reduced and it has seen a fair amount of interest for commercial development. The property would be an ideal location for additional Red Hill parking and a possible trail connection up to the existing Red Hill Recreation Area. AVLT recently put the property under contract and is undergoing the due diligence process with the goal of acquiring the property and eventually transferring it to the Town. Garfield County has expressed their desire for an alternative route to relocate the Red Hill hikers and bikers off the County Road.

DISCUSSION:

Town Staff has been working with AVLT to develop a plan to purchase the property, fundraise for improvements and endow the maintenance of the property. We have also been in contact with Garfield County as a potential funding partner for the project through their Conservation Trust funding. The Town Board will be discussing a possible contribution from our Park Dedication Fund for the property acquisition during our 2018 budget process (if the due diligence process is successful).

The Parks and Recreation Commission discussed the possible land acquisition by AVLT and the concept of transferring it to the Town on September 13th. Below is summary of their discussion:
There was support from the commission for AVLT to acquire property on Red Hill to be used as a trailhead and additional parking vs. commercial development. Once acquired, AVLT could potentially transfer ownership to the Town, which would involve maintenance by the Town of the parcel. The commission was concerned about the cost of maintaining this open space parcel with no potential income. Although the concept for the purchase of the property by AVLT would include fundraising to create an endowment earmarked for annual maintenance, some members of the commission were concerned that there would be enough money raised for long term upkeep and maintenance of the property and it could possibly become a burden on the Parks & Recreation budgets. The homeless population that would potentially be disbursed by the purchase was also a noted concern, and was discussed later in the meeting when the Gateway RV Park tent rules and regulations were scrutinized. Overall, the commission supported the need to get hikers and bikers off of the county road and to enhance parking and access to the Red Hill Recreation Area.

RECOMMENDATION:

Town Staff recommends the Board of Trustees approve the following motion, “move to authorize Town Staff to pursue a partnership with AVLT to acquire the Red Hill PUD, raise the funds to improve the property and endow the maintenance of the property”.

Prepared By:  Jay Harrington

[Signature]
Jay Harrington
Town Manager
Board of Trustees Agenda Memorandum

Item No: 14
Attachment: O
Meeting Date: 9/26/17

TITLE: Trash Hauling Discussion

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: Introductory Memo from Ben Bohmfalk
Memo from E-Board 9/14/15
Current Carbondale Garbage and Refuse Regulations
Research on Regional Waste Hauling (Angie Sprang)
Telluride Resource Recovery Invitation for Bids 2013 (single hauler)
Slide of Carbondale Trash Composition at Pitkin County Landfill (Pitkin County study)

BACKGROUND:

The Town of Carbondale has initiated numerous efforts to revise our comprehensive waste hauling regulations over the past decade. The most recent effort commenced in 2014 when the BOT met with the E-Board on updating the Town’s Waste Hauling Ordinance. After hosting two public outreach meetings in June and July of 2014, the E-Board met with the Town Board in a follow up meeting in late 2014. The Town Board met again in early 2015 and requested that staff work with local waste haulers to develop a revised trash ordinance addressing some short-term waste hauling issues. Some of the items discussed during the process were:

1. Annual Review and Approval of Waste Hauler Permits and Operating Plans (current process relatively modest).
2. Review Permit Fee Schedule (a fee of $500 was discussed).
3. Consider Limiting the Number of New/Active Hauler Permits (we currently have four).
5. Redefine Compost.
6. Promote Backyard Composting (possible E-board project).
7. Revise Mandated Service Requirements.
8. Adequate Space Provision (Should be included in UDC).
10. Wildlife Protection (Town adopted emergency ordinance last year.)
11. Transition Away From a Private Enterprise System
12. Pricing Structure
13. Zero Waste Zone District
An ordinance was drafted to address items 1, 2, 3, 4, 5, and 7. Ultimately the 2015 Draft Ordinance was not approved by the BOT and Town Staff ceased working on revisions to the waste hauling ordinance.

The Town’s current refuse and garbage regulations are attached. The most recent update was an emergency ordinance in 2015 to address specific bear issues. A copy of some research on regional waste hauling is also attached.

Various HOA’s in Town have contracted single hauler waste and recycling services. The RVR Master Association went to single hauler system and modified the Telluride single hauler bid documents (copy attached). Reviews of HOA based single hauler systems have been positive to date.

DISCUSSION:

Updating waste hauling, recycling and composting regulations can be a complicated process with conflicting goals. The attached memo from Trustee Bohmfalk outlines discussion points for the BOT, and requests input as to how the process to update waste hauling regulations should evolve.

Town Staff believes it’s important to clearly identify the overall goal(s) of any regulation revision(s). Items of discussions could include:

- Reduce trash/manage our waste stream
- Reduce road impacts
- Manage or lower costs
- Reduce illegal dumping (out of Town and in our ROW’s)
- Increase recycling
- Expand composting
- Centralize billing
- Enhance competition
- Manage wildlife waste interface (residential and/or commercial)

RECOMMENDATION:

Town Staff recommends the Board of Trustees provide direction regarding desired next steps to develop an update on waste hauling, recycling, and composting regulations.

Prepared By:  Jay Harrington

JH
Jay Harrington
Town Manager
Waste hauling discussion

Introductory memo from Ben Bohmfalk:

The Carbondale Environmental Bill of Rights states that residents and visitors shall have the right to ‘Comprehensive waste diversion and disposal systems that do not degrade the environment,’ ‘noise levels appropriate to a small bustling community,’ and ‘healthy ecosystems which protect native wildlife.’

Our current waste hauling situation, with multiple haulers driving down the same streets every week, minimal use of bear-proof trash containers, and minimal incentives to reduce household solid waste through recycling or composting, presents challenges to each of these EBOR goals.

The purpose of tonight’s discussion is to establish goals and a process for drafting a waste-hauling ordinance that addresses current problems and moves us closer to achieving the goals stated in the Carbondale Environmental Bill of Rights.

The Carbondale Board of Trustees has discussed various waste hauling ordinances at great length over the past few years. Information has been included in this packet to give current Trustees and the public an overview of those discussions and our current regulations.

Discussion Point #1: What goals to we want to accomplish?
Some goals we may want to accomplish could include:

- Reduce landfill-bound solid waste (through increased composting and recycling)
- Reduce noise in residential areas (caused by waste, recycling, and composting vehicles)
- Reduce bears’ access to trash (through more widely used bear-proof containers and other measures)
- Reduce wear and tear on town streets
- Reduce fossil fuel use and associated pollution
- Reduced greenhouse gas emissions from decomposing organic waste in landfills

Discussion Point #2: What process do we want to follow to draft an ordinance to accomplish those goals?

- The E-Board has spent extensive time on this issue in the past; do we need to refer it to them again?
- What other data or information do we need before making some decisions?
- What stakeholders need to be involved?
- How high is this on our priority list for time at upcoming meetings?

Questions:
1. How many garbage, recycling, and compost trucks pass down the average residential street each week? (estimate based on # of haulers)
2. Is this level of heavy truck traffic detrimental to our roads? (Kevin’s professional opinion?)
3. How much fuel is used by all these haulers combined? (estimate?)
4. What are the waste hauling ordinances in other regional towns (I mainly want to know whether they have single-hauler or free market in Aspen, SMV, Basalt, GWS, Eagle, Vail)
5. What are the costs of residential trash, recycling, and compost collection in Carbondale, and in surrounding towns. (I mainly want to know what RVR residents pay in a single-hauler district, compared to others in Carbondale, and what residents in Aspen pay in a single-hauler district with required bear-proof containers)
September 14, 2015

Dear Town of Carbondale Board of Trustees and Staff,

The Board of Trustees (BOT) and Staff strive to balance environmental responsibility with economic/business development. The role of the Carbondale Environmental Board is to provide sound environmental recommendations to the BOT to reduce our town’s environmental impact and benefit our community.

As a quick recap, the Eboard/CORE provided 13 recommendations to the Carbondale BOT in late 2014 that could be included in a revised waste hauler ordinance. Jay Harrington and Mark Hamilton included 6 of the 13 recommendations in the current draft revision (8/25/15 BOT Board Packet). At the 8/25/15 BOT meeting, the Trustees seemed overwhelmed by the quantity of information and they did not provide clear and consistent feedback to Staff or Eboard for ordinance language revisions.

Therefore, the Eboard would like to clarify our recommendations listed in order of priority for the purpose of clear and concise ordinance language:

Purpose Statement: To reduce waste and increase waste diversion of recycling or compostable commodities from landfills. We already have a similar statement in the redline version of the ordinance.

1. **Redefining and segmenting compostables, recycling and trash**
   These definitions are important for foundation and increased waste diversion. Commodity materials (recycling, compostables) that could otherwise be diverted may be landfilled by haulers if they are not called out separate from the larger category of trash and treated with priority.
   *Advantage*: Haulers would be required to divert commodity materials that were previously lumped together as trash
Disadvantage: A learning curve for haulers with regard to newly defined recyclable/compostable materials

2. Volumetric (Pay as You Throw) billing structure

The language needs to make clear, exponential price increases to encourage less trash through price awareness: i.e. first bin of trash costs x, second bin costs 2x and third bin costs 3x or 4x. There may also be an opportunity to further incentivize curbside composting with creative pricing mechanisms that cost customers less to compost and more to trash.

Advantage: Increased waste diversion by holding customers responsible for paying for the amount of trash they produce

Disadvantage: Haulers may have to revise their fees and purchase varying sized bins

3. Trash haulers are required to offer trash and recycling in the base residential fee. Any type of hauler is allowed to sub-contract any trash, recycling or composting services.
   - This has proven to increase waste diversion rates dramatically when a customer has an integrated bill choice. This allows haulers to abide by a progressive ordinance without being forced to "tool up" by buying new trucks, bins etc.

Advantage: Makes it easy for customers to divert more waste with one monthly bill; and alleviates operational burdens, or costs, for haulers that may not have the resources for all services.

Disadvantage: Haulers may increase their fees to compensate for this requirement; and customers may perceive a displaced responsibility from hauler to sub-contractors.

4. All trash haulers are limited to operating on one day in town
   - This will address a prominent complaint from our community members by only allowing one day with which trash trucks can drive through our streets.

Advantage: A perceived decrease in truck traffic from several haulers on one day, versus any hauler on any given day of the week
   
   Disadvantage: Haulers will have to revise their scheduling to service all their customers in one day

5. All haulers must submit an annual materials hauling report to the Eboard (to help alleviate Town Staff time and regulation)
   - Without good data feedback, the Eboard and the TOC will not have a way to measure our waste diversion actions and assess potential regulation. Provides the ability to measure success and readjust the ordinance based on these results.

Advantage: A minimal regulatory requirement to hold haulers responsible for waste diversion.

Disadvantage: More paperwork for haulers
6. Haulers will send bilingual education materials, at least annually, explaining how customers can properly divert waste and opportunities that exist

- With widely varying markets, varying hauler rules and a residential language barrier, customers need to be equipped with current information to help them help the hauler divert waste properly.

Advantage: Ensuring integrity of the waste stream. Education will be a key component to successfully diverting our Town’s waste. Good customer service; customers see that haulers care about waste diversion

Disadvantage: More paperwork for haulers

With the adoption of a revised waste ordinance, the Town of Carbondale stands to set a sustainability example and gain a progressive ordinance that makes it easier for haulers and citizens to work together to responsibly divert recyclable and compostable materials from regional landfills. If a revised waste ordinance is not adopted, the Town of Carbondale stands to lose an opportunity to show leadership in updating an old ordinance that currently does not hold haulers or customers responsible for responsibly diverting waste from regional landfills that currently have a limited life span. Many other towns across the country are already offer composting programs and Carbondale citizens would readily support this option.

The Eboard realizes that we must take small steps toward a holistic progressive ordinance. Although we are in favor of revising the current waste hauler ordinance with the above changes, the Eboard still feels strongly that a competitive-bid, single hauler system could work well for citizens, Town Staff and the local environment. The current single hauler system in River Valley Ranch is well-received by MRI, the RVR Master Association, residents and Town Staff. After years of discussion, the Eboard realizes that the single hauler topic has some political challenges but we are willing to discuss how a tailored system could potentially be implemented for the Town.

The Eboard appreciates the opportunity to make environmental recommendations to the BOT and we look forward to your consideration of our priorities.

Sincerely,

Jason White, Eboard

Date
CURRENT CARBONDALE GARBAGE AND REFUSE REGULATIONS

• **ARTICLE 3 - Garbage and Refuse**

• **Sec. 7-3-10. - Definitions.**

For the purposes of this Article, the following terms, phrases, words and their derivations shall have the meanings given in this Section. Collectively, these items may be referred to as trash or rubbish.

*Ashes* means the residue from the burning of wood, coal, coke or other combustible materials.

*Bear-resistant* means a fully enclosed container that is listed on the Interagency Grizzly Bear Committee (IGBC) approved bear-resistant products list.

*Garbage* means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

*Junk* means any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal or other use or disposition, or any abandoned items of personal property.

*Litter* means all rubbish, waste material, refuse, garbage, trash, debris or other foreign substances, solid or liquid of every form, size, kind and description (litter and refuse shall be used interchangeably).

*Refuse* means all putrescible and non-putrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes (refuse and litter shall be used interchangeably).

*Rubbish* means non-putrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, leaves, yard clippings, tree limbs, wood, glass, bedding, crockery and similar materials. However, rubbish shall not include compost piles for home use that are properly maintained and contained on private property.


• **Sec. 7-3-20. - Operating services; permit.**

(a)

Any trash hauler providing residential trash service within the Town shall also provide recycling services to its residential trash customers. Before the trash hauler may commence providing trash collection and recycling services to residential trash customers, the hauler shall apply for and obtain a permit from the Town. The application shall include a written plan for collection of residential trash on a volumetric-based billing system, a statement of the charges proposed to be made to the customer and the plan for recycling. The Public Works Director, in
his or her discretion, may approve or disapprove the application. The permit fee shall be as set forth in the Fee Schedule attached as Appendix A to this Code.

(b) Permits issued by the Town shall be valid for one year. Application for renewal shall be made prior to the expiration of an existing permit and shall be granted or denied by the Public Works Director.

(c) Each trash hauler that provides garbage collection shall also provide to each customer the collection of all of that customer's recyclable materials, including: glass, aluminum, tin, plastic containers Nos. 1 and 2 and newspaper, either separated by material or commingled according to the trash hauler's directive. The collection of recyclable materials shall be provided no less frequently than every other week, and trash haulers shall make recycle bins available to customers upon request.

(d) Nothing in this Section shall be construed as prohibiting any trash hauler from also establishing rules regarding the safe maximum weight of containers, as well as pricing for special collection of bulky items or of individual bags of garbage, provided that the price of collection of an individual bag of garbage is not less than that of a base unit of periodic garbage collection.


- **Sec. 7-3-30. - Collection by producers and outside collectors.**

  (a) **Requirements for vehicles.** Any person transporting refuse in or through the Town shall use a watertight vehicle with a tight cover so as to prevent offensive odors from escaping or refuse from escaping from the vehicle.

  (b) **Disposal.** No person shall dispose of any refuse at any location within the Town without the prior written approval of the Public Works Director.

  (c) **Rules and regulations.** The Public Works Director shall have the authority to make such other reasonable regulations concerning individual collection and disposal and relating to the hauling of refuse over the Town streets by outside collectors as he or she shall find necessary, subject to the right of appeal as set forth in Section 7-3-12(9) of this Article.

  (d) **Hours of operation.** Trash and refuse haulers shall be limited to the following hours and days:

  (1) Monday through Friday: 7:00 a.m. to 7:00 p.m.

  (2) Exceptions will be made for school properties while school is in session to permit collection to begin at 6:00 a.m.

  (3) Saturday: 8:00 a.m. to 5:00 p.m.

  (4) Sunday: No residential collection; and commercial collection only upon specific request, which shall be for the same hours as a Saturday collection.

  (Ord. No. 7, 2004; prior code 7.04.040; Ord. No. 8, 2015 §1, 8-11-2015)

- **Sec. 7-3-40. - Volumetric trash collection and recycling services.**

  Private trash haulers providing residential collection services within the Town shall provide a volumetric collection and billing program which is designed to encourage reduction of trash being placed in landfills, and shall provide recycling services to each residential customer served.
Att. O

Sec. 7-3-50. - Refuse containers.

(a) It is the duty of the customer to provide and maintain containers in a sanitary condition.

(b) Refuse containers shall be maintained in good condition.

(c) Garbage containers shall be made of plastic or metal, shall be equipped with suitable handles and tight-fitting covers and shall be weather-tight.

Sec. 7-3-60. - Storing of rubbish, trash and similar substances.

(a) It is unlawful for any person, including any owner, lessee, occupant or person having control of any real property, including real property subject to a public easement, to permit or maintain discarded or unwanted trash or rubbish to accumulate or remain upon such property or easement.

(b) No person, including but not limited to an owner, occupant, lessee, person in possession or control, homeowners' association officer, property manager or agent of a given premises, shall place any refuse or garbage container in any street, alley or other public place or upon any private property, whether or not owned by such person, within the Town, except in proper containers for collection, as provided in Section 7-3-50 above. No person shall place any such refuse or garbage container in any public street right-of-way for trash collection purposes by the Town or a private trash hauler, except for on the day collection occurs. For purposes of determining compliance with this requirement, refuse and garbage containers may be stored in a public street right-of-way only between 6:00 a.m. and 8:00 p.m. on the day of collection. Placement of refuse or garbage containers outside of this time period shall result in the levying of fines, pursuant to Subsection (g) below. Except for between 6:00 a.m. and 8:00 p.m. on the day of collection, and except in the instance that a refuse or garbage container is bear-resistant, as defined in Section 7-3-10 above, all refuse and garbage containers must be stored in secure enclosures when not out for collection.

(c) *Refuse in any body of water.* No person shall throw or deposit any refuse in any stream or other body of water.

(d) *Unauthorized accumulation.* Any unauthorized accumulation of refuse on any premises is a nuisance and is prohibited. Failure to remove any existing accumulation of refuse within 15 days after notice by the Town shall be deemed a violation of this Chapter.

(e) *Scattering of refuse.* No person shall cast, place, sweep or deposit anywhere within the Town any refuse in such a manner that it may be carried away by animals or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises within the Town.

(f) * Burning of refuse.* No person shall at any time set fire to, burn or attempt to burn any garbage, rubbish or debris in the Town, without the prior approval of the Public Works Director and Fire Department.

(g) *Violation.* Fines for a violation of this Section shall be $100.00 for a first offense, $250.00 for a second offense, $500.00 for a third offense and pursuant to Section 1-4-20 of this Code for any additional violation. The Town shall waive the fine for any first offense, provided that the
offender provides the Town with the offender's proof of purchase of a bear-resistant container for the subject property.


• **Sec. 7-3-70. - Discarding trash in containers or on property of others.**

   No person shall:

   (1) Place or discard any refuse in or upon the real property in a refuse container of another without the prior consent of the owner or person having lawful control of the real property or container where the refuse is discarded; or

   (2) Place or discard refuse in a container owned by the Town or on real property owned by the Town without the prior written permission of the Town Manager, except in approved containers approved for public use.

(Ord. No. 7, 2004; prior code 7.04.080; Ord. No. 8, 2015 §1, 8-11-2015)

• **Sec. 7-3-80. - Special refuse.**

   (a) *Contagious disease refuse.* The removal of wearing, bedding or other refuse from homes or other places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the Public Works Director. Such refuse shall not be placed in containers for regular collection. *Contagious disease refuse* shall include bodily wastes or instruments that may contact these wastes that may transmit blood-borne pathogens.

   (b) *Combustible or explosive refuse.* Highly combustible or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the Public Works Director at the expense of the owner or possessor thereof.

(Ord. No. 7, 2004; prior code 7.04.090; Ord. No. 8, 2015 §1, 8-11-2015)

• **Sec. 7-3-90. - Hazardous materials.**

   (a) Hazardous materials classified as regulated hazardous waste by the State or any of its agencies having jurisdiction, or the federal government or any of its agencies having jurisdiction, shall not be placed in containers for regular collection.

   (b) No person shall knowingly, intentionally or recklessly leave for collection or disposal within the Town any burning or smoldering material, any flammable liquid or compound in a breakable container, live ammunition, explosive or any materials listed in the “Code of Federal Regulations for Hazardous Materials” or as regulated by the Environmental Protection Agency.

(Ord. No. 7, 2004; prior code 7.04.090, 7.04.100; Ord. No. 8, 2015 §1, 8-11-2015)

• **Sec. 7-3-100. - Recycled materials.**

   No residential trash hauler shall deposit recycled materials in a landfill unless the recycled materials have been contaminated or are otherwise not acceptable for recycling. Trash haulers shall use their best efforts to maximize the amount of material being recycled.

(Ord. No. 7, 2004; prior code 7.04.110; Ord. No. 8, 2015 §1, 8-11-2015)

• **Sec. 7-3-110. - Nuisance.**
Any person who commits any of the acts described in Section 7-3-70 or 7-3-90 of this Article is
deemed to engage in a public nuisance. In addition to any other applicable civil or criminal penalties,
a person who engages in or causes such public nuisance shall be liable to the Town for all reasonable
costs it incurs to eliminate the nuisance, to put out fires caused by the nuisance, to reclaim the area
affected by the fire and to repair or replace any real or personal property lost or damaged as a result
of such acts.

(Ord. No. 7, 2004; prior code 7.04.120; Ord. No. 8, 2015 §1, 8-11-2015)

- **Sec. 7-3-120. - Appeals.**

  Any waste hauler aggrieved by a regulation of or fee charged by the Public Works Director
  shall have the right of appeal to the Board of Trustees, which shall have the authority to confirm,
  modify or revoke any such regulation or fee.

(Ord. No. 7, 2004; prior code 7.04.130; Ord. No. 8, 2015 §1, 8-11-2015)
Questions:

1. How many garbage, recycling, and compost trucks pass down the average residential street each week? (estimate based on # of haulers)
   a. There are an estimated 7-14 garbage, recycling, and/or compost trucks passing down the average residential street each week. For example, there are up to 3 main haulers who collect trash in Carbondale, plus 3 recycling trips dependent upon how each company handles recycling collection, and 1 company who collects for composting. Additionally, each company may collect once or twice a week depending on where the resident lives/needs.

2. Is this level of heavy truck traffic detrimental to our roads? (Kevin's professional opinion?)
   a. Heavy truck traffic puts more wear on a road than a car. However, even if there was a single hauler in town for residential, there would not/cannot be single hauler for multi-family or commercial. Then, there would be a single hauler on every street, plus other haulers to collect multi-family and commercial waste. Thus, the impact of road wear would not likely differ much, between open market and a single hauler method.

3. How much fuel is used by all these haulers combined? (Estimate?)
   a. A garbage truck gets as low as 3 mpg and uses diesel fuel. There are approximately 28 miles of road space within the Town limits of Carbondale. A garbage truck would use approximately 84 gallons of diesel fuel, if it traveled over all 28 miles of road space within the Town limits one time.

4. What are the waste hauling ordinances in other regional towns (I mainly want to know whether they have single- hauler or free market in Aspen, SMV, Basalt, GWS, Eagle, Vail)
   a. Aspen – Free Market
   b. SMV – Single Hauler
   c. Basalt – Free Market
   d. GWS – Free Market
   e. Eagle – Free Market
   f. Vail – Free Market

5. What are the costs of residential trash, recycling, and compost collection in Carbondale, and in surrounding towns? (I mainly want to know what RVR residents pay in a single-hauler district, compared to others in Carbondale, and what residents in Aspen pay in a single-hauler district with required bear-proof containers)
   a. Carbondale Proper
      i. Mountain Waste & Recycling - $28 for 96 gallon trash bin + $15 recycling fee per month, $25 delivery of container and $25 for the final pick up of container
      ii. VIP - $26.50 per month for 100 gallon trash bin and up to 18 gallons of recycling
      iii. Waste Management - $46.67 per month for 96 gallon trash container + 96 gallon container for recycling, $35 account setup fee
   b. Outside of Carbondale proper, but in the 81623 – prices depend on where you are located, but are higher than they are within Town limits as listed above
   c. RVR Single Hauler – $22 per month for 96 gallon trash container w/unlimited recycling – Mountain Waste & Recycling
INVITATION FOR BIDS
01.07.2013

Resource Recovery Services for Residents, Commercial Entities, and Town Government Facilities

TELLURIDE, COLORADO

Bids Due By 2:00 p.m.

January 31, 2013

Public Works Department

1370 Black Bear Road, P.O. Box 397

Telluride, Colorado 81435
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Section 1 Introduction & Overview

1.1 Purpose of Solicitation

The Town of Telluride is seeking the services of a private Contractor or Contracting Team to (1) collect and dispose of non-hazardous refuse, trash, and garbage for residential dwelling units within the Town and Town Government facilities; (2) conduct the Town’s residential, commercial, and Town facilities curbside recycling program; (3) collect and deliver yard waste for composting from residences and Town facilities; and (4) work with the Town to further develop and implement programs that will move it toward a Zero Waste Goal. These services are hereinafter referred to as "resource recovery services."

The Town intends to award one contract to the lowest responsible and responsive bidder for comprehensive services sought. Residential trash and recycling services will not be awarded separately; residential and commercial recycling services will not be awarded separately; yard waste collection and delivery services for composting will not be awarded separately. Contracting Teams will be accepted. However, it must be clear which firm is the prime, which firm is the subcontractor, and what their respective duties are.

Most of the services that are the subject of this bid are currently performed by Bruin Waste Management, Inc. The current contract expires on Sunday, March 31, 2013.

1.2 Bid Process

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<td>January 7, 2013</td>
<td>10:00 a.m.</td>
<td>Bid Package Available</td>
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<td>Friday</td>
<td>January 11, 2013</td>
<td>4:00 p.m.</td>
<td>Bid Package Questions Due</td>
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<td>January 18, 2013</td>
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<td>Responses to Questions Available</td>
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This bid process is subject to and shall comply with the requirements of the Town of Telluride Procurement Code, Chapter 4 Article 6 of the Telluride Municipal Code ("TMC" or "Code"), and in the event of any inconsistency between the provisions of this Invitation for Bids and the Code, the provisions of the Code shall apply.

1.3 Pre-bid Information

Questions regarding the Invitation for Bids, the bid process, and the program specifications shall be in writing and filed with Karen Guglielmone, Public Works Project Manager, in person to the Public Works Facility at 1370 Black Bear Road, Telluride; by email at karen@telluride-co.gov; or by mail at P.O. Box 397, Telluride, Colorado 81435. Call 970-728-0190 to alert Ms. Guglielmone that you have questions, when she might receive those questions, and by what method(s) she can expect them to arrive. Questions are due no later than Friday, January 11, 2013, at 4:00 p.m.

Responses to Questions shall be provided to all known interested parties no later than Friday, January 18, 2013, 4:00 p.m. Responses will be provided via email, and at the Public Works Facility, 1370 Black Bear Road, Telluride, Colorado, upon request. There will be no private or unilateral consultations between Bidders and Town representatives prior to the Town’s receipt of bids.
1.4 Site Examination

Before submitting a proposal, the bidder shall carefully examine the specifications and other documents, and shall visit the site of the work. It will be assumed that the bidder is familiar with existing site conditions, including pick up areas, alley widths, street and alley grades, and winter challenges. It will also be assumed that the bidder has a clear understanding of the specification requirements regarding the furnishing of materials and performance of work.

1.5 Submission Deadline

Sealed bids will be received at the Public Works Facility, 1370 Black Bear Road, P.O. Box 397, Telluride, Colorado 81435, until 2:00 p.m., Thursday, January 31, 2013. At that time and place they will be publicly opened and read aloud. Further analyses to compare the results will be conducted over the next week and the apparent lowest responsive and responsible bid that will best serve the resource recovery needs of the community based on the criteria set forth in Section 4-6-220 (f) of the Code will be selected by the Town Council's Resource Recovery Subcommittee and Town staff. The results will thereafter be referred to the Town Council for consideration at its February 2013 meeting.

1.6 Bid Copies & Conditions

One (1) signed copy of the Bid shall be submitted on the forms prepared for this project and shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. The bid shall be delivered by the time and to the place stipulated in this document. It is the bidder's sole responsibility to see that his/her bid is received on time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids may be withdrawn or corrected as provided in Section 4-6-220 (g) of the Code.

According to Section 4-6-220 (e) of the Code, unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection. The completed bid forms shall be without interlineations, alterations and erasures. Oral, telegraphic, or telephonic proposals or modifications will not be considered. However, emailed bids in .pdf format will be accepted.

The bidder shall furnish a price for all bid items in the proposal and failure to do so will render the proposal informal and may cause its rejection.

1.7 Length of Anticipated Contract

The term of Contractor service shall be three (3) years, commencing on April 1, 2013, and expiring at midnight on March 31, 2016, subject to annual appropriation by the Town Council, and provided that no determination has been made by the Town that the Contractor's performance of its responsibilities and obligations is inadequate.

The Contractor shall perform services subject to an initial six-month probationary review period. The Town may conduct a review of Contractor's performance in October 2013 and annually thereafter, to determine whether the Contractor's performance under this agreement is adequate.

Review of Contractor's performance shall be by public hearing. Standards to be used to determine adequacy of service shall include (1) customer satisfaction, (2) number of complaints received by the Town and Contractor, (3) ability and willingness to resolve problems, and (4) Staff satisfaction. Town Council shall determine whether Contractor's performance is satisfactory based on information provided at a public hearing.

1.8 Execution of Contract

The bidder to whom award is made shall execute a written contract with the Town, and shall secure all insurance and bonds required by the specifications within twenty (20) calendar days after date of receipt of written notice of award by certified mail, which may only issue after approval and selection of the bid by Town Council. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection shall be just cause for annulment of the award.
1.9 Non-Discrimination in Employment

Contracts for work under this proposal will obligate the Contractor not to discriminate against any person on account of race, color, creed, sexual orientation, ancestry, gender, family responsibility, military status, political affiliation or national origin.

1.10 Non-Exclusive Contract

The Contractor is not designated and appointed as the sole contractor for resource recovery services within the Town. However, during the service term, the Town of Telluride will not engage in resource recovery services other than with the services of the Contractor, subject to exemptions under Section 7.5-60 of the Code.

1.11 Town’s Right of Refusal

The Town of Telluride reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards in the interest of the Town.

1.12 Evaluation of Bids

The Contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in Section 4.6-220 (f) of the Code (including preferences) and in this Invitation for Bids. These criteria include general competency including experience in a mountain setting—particularly in winter; ability to clearly explain its operations and where collected trash and recyclable materials go; reliability; and references. To this end, each bid shall be accompanied by a statement of the bidder’s experience within the last five (5) years; a brief explanation of the bidder’s operations (including any subcontractors); a summary of the bidder’s procedures to ensure public safety during its operations; and a summary of where collected trash and recyclable materials go.

Each of these explanations should be no more than one (1) page each. If sections of the bid are to be handled by a subcontractor, the bid should clearly state the name, contact person, and responsibilities of each subcontractor. No bid will be accepted from a contractor who is not licensed in accordance with TMC Chapter 6 Article 1, “Business License Fees.”

1.13 Designated Contacts

The Town’s lead contact person for this bid will be:

Karen Guglielmone, Public Works Project Manager
P.O. Box 397, 1370 Black Bear Road
Telluride, Colorado 81435
Phone: 970.728.0190
Cell: 970.729.1015
Email: karen@telluride-co.gov

All bids must designate an authorized contact person that will, at the discretion and direction of the Town, respond to requests for information or clarification concerning the submitted bid.

1.14 Payment to Contractor

The Contractor shall be reimbursed on a monthly basis for its services, in an amount to be determined by multiplying the number of accounts active by the contractor rate for each service type. The Contractor rates shall be determined by the bidding process.

The Contractor shall submit an invoice to the Town, preferably at the beginning of each month for the amount due for service provided during the previous month. At a minimum, the invoice shall include for each account the name, address, residential service charges, commercial recycling charges, miscellaneous charges clearly labeled, and any adjustments, along with a final total due. Ideally, Contractor will also provide a tally of the total number of accounts serviced by type (i.e., residential trash and recycling, residential recycling only, commercial recycling).

The Town shall be responsible for billing residents for trash and recycling collection services. The Town shall also be responsible for billing commercial enterprises for recycling collection services. To meet community goals, the
Town reserves the right to establish a rate structure charged to customers for trash and recycling programs resource recovery services that is different from the Contractor rate structure it pays under this contract, including charging an administrative fee.

Section 2 Background & Local Conditions

2.1 Mission Statement

In all its activities and through all its policies, the Town seeks to protect and enhance the environment, to minimize the consumption of non-renewable materials, and to divert as much material from the refuse stream as possible to continue to move toward a Zero Waste goal. It is a goal of the Town to promote recycling, reuse, and composting as three ways to divert waste from regional landfills.

2.2 Demographic Data

- Population 2,325 (2010 census)
- Size: 0.75 square mile
- Population profile: Telluride is a resort community. Tourist accommodation units are managed by management companies. Telluride has a high percentage of second homes that are used part time by owners.
- Residential Trash and Recycling Households: 624
- Residential Recycling Only Households: 131
- Commercial Recycling Entities: 145

Section 3 Services to be Performed by Contractor & Related Information

3.1 Work To Be Done

The contract work shall consist of furnishing all the expertise, administrative support, labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, providing the following services:

1. Collection and disposal of garbage/refuse/trash from all residential units within Telluride, unless exempt;
2. Collection and appropriate diversion of recyclable materials from all residential units and commercial units within Telluride;
3. Collection and disposal of garbage/refuse/trash and collection and appropriate diversion of recyclable materials from all Town-government facilities;
4. Collection and appropriate diversion of yard waste of composting from all residential units and Town Facilities;
5. Contract management, contract administration, and customer complaint resolution;
7. Expertise to facilitate further development and implementation of programs that will move Telluride toward a Zero Waste Goal; and
8. Other incidental and appurtenant work, as listed below, that is required to complete the project within the Town of Telluride, Colorado.

Collections shall be at the alley unless the Town notifies the Contractor otherwise. Cleanup of litter caused by the refuse removal process shall be the responsibility of the Contractor's crew. All recyclable material shall be marketed, sold, reused, or donated as recycling, as appropriate. All yard waste shall be composted for reuse. It is recyclable materials and yard waste are not to be disposed of at any solid waste landfill or otherwise as waste.

3.2 Schedule for Work

The Contractor shall be required to provide residential resource recovery pickups a minimum of one (1) time per week during daylight hours, Monday through Friday. Resource recovery pickups from Customers shall occur on the same day every week. Routes or individual residences missed, for any reason, shall be collected within 24 hours following notification. The Contractor will notify the Town of any missed routes or residences as soon as known by
the Contractor. Collection shall take place between the hours of 7:30 am and 7:30 pm, as specified in the Telluride Municipal Code Section 7-5-160.

No service pick-ups shall be made on any Sunday. The Contractor may set a holiday schedule different from the normal schedule. If an alternate holiday schedule is adopted, the Contractor must notify all affected residents at least seven (7) business days prior to the change of service. Notification may occur by publication.

3.3 Resource Recovery Services for Recyclables

3.3.1 Residential & Commercial Recycling Containers. The Contractor shall provide original recycling bins and any replacement bins to all residential and commercial units. Lids must be provided upon request for 18-gallon bins. Residential curbside recycling containers shall be, at a minimum, 18-gallon standard size and at a maximum 96-gallon standard size. The Contractor shall service privately-owned containers, if provided, as long as the container is shown to be a standardized 18-, 32-, 64-, or 96-gallon capacity.

The Contractor shall provide appropriately sized containers for those Commercial accounts producing large amounts of cardboard. Cardboard containers may be shared among businesses. Cardboard containers must be clearly labeled by the Contractor and be a contrasting color than dumpsters used for trash.

The Contractor shall maintain an adequate supply of extra recycling containers. When recycling containers are provided by the Contractor, they shall remain the property of the Contractor and shall be maintained and replaced by the Contractor as needed for normal wear and tear, except in cases of customer negligence, as determined by the Town. Bins that are lost or stolen shall be replaced by the Contractor at the customer’s cost. Recycling Bins shall be a different color than those used for refuse collection (i.e., dark gray/brown, black, or dark green) and clearly labeled with the universal recycling symbol no less than 6 inches high.

Customers shall be allowed and encouraged to clearly stencil their address on the recycling container(s) that are provided to them.

3.3.2 Container Monitoring. The Contractor will work with the Town to maintain an accurate accounting of the number of recycling containers and their sizes for billing purposes by reporting any known change in container size to the Town Public Works Department when the change is noted, but no later than in the monthly billing. Such changes should be noted in a separate sheet that accompanies the monthly billing.

3.3.3 Improperly Prepared Materials. When the Contractor encounters improperly prepared materials in a recycle container, the Contractor shall leave the improperly prepared materials and complete a door hanger or red tag with the date briefly explaining that the “materials are improperly prepared”, what needs to change to fix the problem, and that the recyclable materials will be thrown away as trash at the next occurrence. The Contractor will leave the door hanger or red tag at the residence either on the building door or on the recycle container. The Contractor shall not empty the recycle container as refuse without first noticing the customer that the materials are improperly prepared.

3.3.4 Recyclable Materials. Recyclable materials, at a minimum, shall include aluminum cans, tin and other metal tops and cans; glass bottles and jars (green, brown, clear); paper (including office, news, and slick paper); paper board, plastic containers #1, #2, #3, #4, #5, #6, and #7; egg cartons; and corrugated cardboard. A complete list of materials considered recyclable under this Agreement is provided in Exhibit A. The product list may be amended by the Town Manager or his designee(s), after review of market viability with the Contractor. The Contractor shall sort, weigh and process for shipping all collected materials at its site. The Contractor shall market all recyclables collected and shall keep and maintain as part of its compensation, all monies derived from the sale of recyclable materials.

3.3.5 Review of Recyclable Materials Collected. The Town Manager or his designee(s) shall review with the Contractor the market viability for recyclable materials to determine which additional material(s), if any, shall be added to the Contract. If additional material(s) can be reasonably collected, after a letter amendment to the Contract has been completed, the Contractor shall be responsible for collecting and recycling the specified material(s) within thirty (30) days. Established rates may be adjusted through negotiation for any changes to the recyclable materials list.
3.3.6 Warehousing of Recyclables. Should the market for any recycled product listed herein become soft or non-existent, the Contractor shall warehouse the product and notify the Town of the market situation. The Contractor shall continue to collect and warehouse the product until such time as a viable market develops or the Town Manager or his designee agrees in writing that the product may be disposed of as waste. The Contractor shall provide all information requested by the Town for this review.

3.4 Resource Recovery Services for Refuse from Residential Units & Town Facilities

3.4.1 Refuse Containers. Residential refuse containers shall be 32-, 64- and 96-gallon sizes and shall be a dark green, dark gray, black, or dark brown color. Polecarts shall be wildlife resistant, meeting the requirements stated in Code at Chapter 7, Article 5, Division 2, Section 7-5-130 and Section 7-1-10. It is the Town’s intent that containers already in use by residents be retained whenever possible. Replacement trash polecarts (i.e., Otto Bear Saver Brand, Grizzly Model) shall be provided by the Contractor to customers either as a courtesy, for lease, or for sale at a price not to exceed actual documented cost plus 10%. The Bidder’s policy should be clearly stated in the Bid Proposal submitted.

The Contractor will be responsible for repairing or replacing polecarts that are provided to customers as a courtesy or for lease. The Contractor shall collect any polecart that is damaged beyond repair and recycle it.

Customers will be responsible for repairing or replacing privately-owned polecarts, but not recycling a polecart that is damaged beyond repair. Currently, the Telluride Public Works Department provides a service for minor repairs to privately-owned polecarts for an established fee paid by the customer directly to the Town. This service continues at the discretion of the Town.

If a customer purchases a polecart from the Contractor, the Contractor will deliver the new polecart to the Customer and communicate to the Customer that it is the Customer’s responsibility to label the new polecart with the service address, according to Telluride Municipal Code Section 7-5-130.

3.4.2 Improperly Prepared Materials. The Contractor shall have no responsibility or obligation to pick up refuse unless the material is deposited in an authorized container or dumpster and is within the weight standards mandated by federal or local law. The Contractor shall be responsible for notifying customers of improper containers, overfilled containers, and containers exceeding the weight limit by completing a door hanger or red tag explaining the problem and leaving it attached to the polecart(s) or to the front door of the residence. The Contractor shall be responsible for providing the Town with a list of customers (i.e., name, address, and phone number) that were denied service, the date, and the reason why within five (5) business days of the event to facilitate staff response to questions and complaints. If the Contractor fails to provide these data, within five (5) business days to the Town, the Contractor will forfeit payment from the Town for each customer who calls the Town requesting a credit. The Town, in turn, will provide those customers credit.

3.4.3 Materials that May Be Hazardous. The Contractor may refuse to pick up any waste if s/he believes it may be physically hazardous to do so or because the materials may be hazardous. If the materials are deemed to be physically hazardous (e.g., too heavy), the Contractor must notify the Town by email or telephone within 24 hours when this occurs, providing the name, address, and phone number of the customer in question. The Contractor shall NOT remove any hazardous or toxic wastes from properties unless special arrangements are made between the Contractor and individual customers and these wastes are segregated from other, standard refuse and recycling.

The Contractor is prohibited from collecting electronics or refrigerators as trash. These items may only be collected as recyclable materials and disposed of accordingly.

3.4.4 Container Monitoring. The Contractor will work with the Town to maintain an accurate accounting of the number of polecarts and their sizes for billing purposes by reporting any known change in container size to the Town Public Works Department when the change is noted, but no later than the in the monthly billing. Such changes should be noted in a separate sheet that accompanies the monthly billing.
3.5 Complaints

The Contractor shall maintain a toll free and a local telephone listing for the convenience of the Town’s residents and commercial enterprises. The listing shall be accessible at least from Monday through Friday, from 9 a.m. through 5 p.m. Should the Contractor elect to provide collection service on Saturdays, phone service must also be available that day from 9 a.m. to 5 p.m.

The Contractor’s process for complaints shall be as follows: (1) Customer contacts the Town or Contractor directly about an issue. If the customer contacts the Town, the Town shall contact the Contractor with the information as soon as possible, but no later than 24 hours after receiving the complaint. The Town’s contact with the Contractor shall be as follows:

XXXXXX
Phone: XXX.XXX.XXXX
Fax: XXX.XXX.XXXX
Email: xxxxxxxxxxxx.com

If the customer contacts the Contractor, the Contractor shall contact the Town with the information as soon as possible, but no later than 24 hours after receiving the complaint. The Contractor’s contact with the Town shall be as follows:

Lita Bilotti
Phone: 970.728.8415
Fax: 970.728.0548
Email: lbilotti@telluride-co.gov

(2) Complaint is noted on the customer’s account and the Contractor issues a dispatch ticket to resolve the complaint. (3) Truck is dispatched out to resolve the complaint. (4) If problem continues, it is passed to the Contractor’s Manager to handle.

3.6 Necessary Vehicles

The Contractor shall provide all necessary vehicles and equipment needed for pick-up, transportation, storage and disposal of refuse and recyclables in a mountain climate in an efficient and environmentally sensitive manner. Pick-up and transport of all refuse and recyclables shall be in covered collection vehicles. The Contractor will consider using alternative fuels as they become available and economically feasible and if the truck manufacturer(s) allow(s) the alternative fuel within the truck specifications.

3.7 Necessary Personnel

The Contractor shall maintain an adequate and proper staff to affect timely loading, unloading and transportation. The Contractor shall furnish drivers and collectors, who are at all times legally licensed in the State of Colorado to operate the Contractor’s vehicles to be used in the program. All drivers/collectors shall be alert, careful, courteous and competent in driving skills and work habits. The Contractor shall provide route maps and shall provide training to all drivers and collectors before initiating collection and before the Contractor permits an employee to begin unsupervised work. All field staff shall carry a cell phone or radio to facilitate contact with the Contractor’s administration in order to deal with issues in the field in a timely fashion. The Contractor shall maintain a policy that cell phones not be used when the Contractor’s vehicles are moving in a right-of-way or actively collecting materials.

3.8 Management & Administration

The Contractor shall provide the necessary management and administrative personnel whose expertise will assure efficient operation of the resource recovery services herein specified. The Contractor’s office employees are responsible for routing, dispatching trucks, and handling customer complaints. All facilities, equipment, supplies and services required in the operation of resource recovery services to the Town shall be furnished by the Contractor, unless specifically identified in this document to be contributed by the Town. Resource recovery services shall be managed by the Contractor within the guidelines and parameters established herein. Supervision of the day-to-day operations shall be vested in the Contractor.
3.9 Operations

The Contractor shall provide all equipment and personnel necessary to operate and maintain vehicles and to collect all refuse and recyclables. The Contractor’s drivers shall be knowledgeable of customer service requirements, particularly those listed under subsections 3.3 and 3.4 of this Agreement. The Contractor shall be responsible for the mechanical condition and cleanliness of assigned vehicles. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado Vehicle Codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machine and materials or other hazards consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, County, State, Federal or other legal requirements, including, but not limited to, full compliance with the terms of applicable O.S.H.A. safety orders at all times as to protect all persons including employees, agents of the Town, vendors, members of the public or others from foreseeable injury or damage to their property.

3.10 Customer Education

The Contractor shall make available to the Town any and all materials and expertise it has to educate the public about where refuse, recyclables, and composted yard waste generated in the Town go; about how to recycle, and what to recycle under this Agreement; and how to prepare their yard waste for pick up. Educational materials may include, but are not limited to, brochures, stickers, website links, and professional journal articles.

The Contractor shall work with Town staff on an as-needed basis to help develop Town-specific outreach materials and display advertisements about Resource Recovery Services in Telluride. The Town shall be responsible for finalizing and distributing the educational materials that are created as part of this collaborative effort.

3.11 Modifications

The Town of Telluride may request modifications to the existing program including, but not limited to, levels of service, types of service and any other factors the Town deems necessary to meet the needs of the community. Costs to implement such modifications shall be negotiated with the Contractor.

3.12 Spring Cleanup, July 4th, New Year’s Eve, & Other Town-Sponsored Special Events

A minimum of four (4) 30-yard dumpsters shall be provided at a site designated by the Town at all times during annual Spring Cleanup (in May). The first two (2) dumpsters shall be provided free of charge. All dumpsters shall be removed within 12-hour notice by telephone or in person from the Town, and shall be replaced at that time with an empty dumpster including the Saturday of Spring Cleanup. There shall be a $50/hour penalty for all dumpsters not emptied within 12 hours. Other services may be requested such as polycarts to service household recycling including the standard materials such as co-mingled glass, tin, aluminum, plastic, and corrugated cardboard. Fees for these additional services are listed in Exhibit A of this Agreement.

The Contractor will work with the Parks and Recreation Department to provide resource recovery services for the July 4th, New Year’s Eve, and any other Town-sponsored special events. Cost for negotiated services will be based on the per unit prices provided in Exhibit A.

3.13 Collection & Delivery of Yard Waste for Composting – May 15 through October 15

No less than one time each month, the Contractor shall collect and deliver to a composting facility any organic yard waste that may be left in compostable bags by any customer alongside the refuse and recycling containers.

3.14 Annual Resource Recovery Report

The Contractor shall provide a written report to the Town Manager or his designee each year, starting in 2014. In the report, the Contractor shall certify that all specified recyclable materials collected through the Telluride Curbside Recycling Program have been, or will be, recycled and that all of the yard waste that was collected was composted. The report shall also include a summary of refuse, yard waste, and recyclable products and amounts of each stored or sold for the previous year. Finally, the report shall include:
- A monthly tally and total annual tonnage of refuse collected in the Town of Telluride and brought to a landfill.
- A monthly tally and total annual tonnage of recyclable materials collected in the Town of Telluride by product type and by client type (i.e., residential, commercial).
- A monthly tally and total annual tonnage of yard waste collected in the Town of Telluride.
- Total amount of Town of Telluride recyclable materials stored at the time of the report by product.
- Brief written summary of the financial condition of the recycling market by product.

3.15 **Contract Option 1 – Collection & Delivery of Compostable Food Waste**

During the course of the Contract, the Town may design and implement a Town-wide Food Waste Composting Program. At that time, the Contractor may be approached by the Town Manager or his designee(s) to discuss the option of having the Contractor collect and deliver compostable food waste to a designated location. For cost estimation purposes, assume the designated location is in Ilium. Fees for these additional services may be negotiated.
Section 4 Necessary Information from Bidders

4.1 Introduction

Bidders responding to this Invitation for Bids must establish their qualifications and capabilities to provide the requested services in a technically, environmentally, and financially sound manner. The strength and experience of the Bidder in developing and operating such services, as well as the Bidder’s reliability and fiscal stability, must be demonstrated. Prospective Bidders must meet the minimum qualifications set forth below to be considered eligible to compete. Bidders must possess the operational capabilities to provide and manage (a) a mountain community solid waste collection and disposal program, and (b) a mountain community recycling program.

4.2 Basic Submittal Content Requirements

Each bidder is required to supply the following information. Additional sheets may be attached, if necessary. If requested by the Town, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit appraisal of his/her current financial condition.

Prime:

1. Company Name

2. Address

3. Telephone

4. Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

5. Corporation organized under the laws of the State of

6. Names and Titles of all officers of the firm:

7. Number of years of experience in projects of this type

8. Three projects of this type within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name & phone number of Owner’s Representative.

9. Person from your firm who inspected the site of the work proposed for this Contract:

   Name: ___________________________ Date Inspected: __________________

10. Person(s) assigned as liaison for this Bid and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)
Subcontractor: (Please fill out one (1) full sheet for each subcontractor.)

1. Company Name ____________________________________________________________

2. Address _________________________________________________________________

3. Telephone _____________________________

4. Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

5. Corporation organized under the laws of the State of _________________________

6. Names and Titles of all officers of the firm:
   _________________________________________________________________________
   _________________________________________________________________________

7. Proposed Responsibilities under this Contract:
   _________________________________________________________________________
   _________________________________________________________________________

8. Number of years of experience in projects of this type _____________________

9. Three projects of this type within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name & phone number of Owner's Representative.

10. Person from your firm who inspected the site of the work proposed for this Contract:
    Name: ________________________________ Date Inspected: ______________

11. Person assigned as liaison to the Prime for this Bid and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)
4.3 **Bidder’s Statement**

**TO:** THE TOWN OF TELLURIDE  
TELLURIDE, COLORADO

The undersigned bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the Town of Telluride Specifications entitled:

**INVITATION FOR BIDS**  
**TO PROVIDE**

**Resource Recovery Services for Residents, Commercial Entities, and Town Government Facilities**  
**Telluride, Colorado**

In accordance with the intent of said specifications, plans, and all addenda issued by said Town prior to opening of proposals.

Such bidder agrees that, within ten (10) calendar days after date of written Notice of Award of the Contract by said Town, s/he will execute a contract on the required form of which the Invitation for Bids, Instruction to Bidders, Proposal, Specifications, and all addenda issued by said Town prior to the opening of proposals, are a part, and will secure the required insurance and bonds.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said specifications, and to accept in full payment therefore the price named in the Bidding Schedule.

**Dated: ________________**

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<th>Bidder</th>
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<tr>
<td>Signature</td>
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Carbondale Trash Composition

- Misc Plastics, 12%
- Cardboard, 7%
- Food Waste, 16%
- Yard Waste, 9%
- Other Organics, 8%
- Residue, 8%
TO: Town of Carbondale Trustees
FROM: Colin Laird, Director
RE: Loan Refinancing
DATE: September 21, 2017

As part of the original financing of the redevelopment of the Carbondale Elementary School into the Third Street Center, the Town Trustees agreed to a conduit bond (loan) with Alpine Bank to be paid for through the lease of space at the Third Street Center. The Trustees agreed to and signed this agreement in 2010.

Alpine Bank has graciously agreed to refinance this loan agreement when Third Street Center receives legacy gift commitments. A legacy gift lowers lower principal amount due on the loan and saves the Third Street Center thousand dollars in debt service payments each year. The first time this loan was refinanced was in 2013, when Third Street Center received two legacy gifts.

The request before you updates the loan agreement again to reflect a new legacy gift from Greg and Kathy Feinsinger to the Third Street Center.

Thank you for all your support of the Third Street Center.
# CHANGE IN TERMS AGREEMENT

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<th>Principal Amount: $2,183,135.09</th>
<th>Date of Agreement: August 28, 2017</th>
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**DESCRIPTION OF EXISTING INDEBTEDNESS.** BORROWER EXECUTED A PROMISSORY NOTE PAYABLE TO THE ORDER OF LENDER DATED JULY 12, 2017 IN THE AMOUNT OF $2,183,135.09. SUCH NOTE IS FURTHER DESCRIBED AS NOTE NUMBER 463753201 IN THE PRINCIPAL AMOUNT OF $2,700,000.00 AND PAYABLE ON SEPTEMBER 1, 2036. AS OF THE DATE OF THIS AGREEMENT, THE PRINCIPAL BALANCE ON THE NOTE IS $2,183,135.09. BORROWER AND LENDER HEREBY AGREE TO EXTEND/MODIFY THE NOTE BASED ON THE TERMS CONTAINED HEREIN.

**DESCRIPTION OF COLLATERAL.** ASSIGNMENT OF LEASE AGREEMENTS

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFT FROM JAMES C. CALWAY IN THE AMOUNT OF $500,000.00

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFT FROM SUSAN E. EDSTEIN AND WILLIAM SPENCE IN THE AMOUNT OF $500,000.00

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFT BY THE GREG FEINSINGER CHARITABLE REMAINDER UNTRUST IN THE AMOUNT OF $500,000.00

**DESCRIPTION OF CHANGE IN TERMS.** ALPINE BANK AGREES TO ADD ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFT FROM THE GREG FEINSINGER CHARITABLE REMAINDER UNTRUST DATED OCTOBER 3, 1999 FOR THE BENEFIT OF THIRD STREET CENTER DATED JULY 12, 2017 IN THE AMOUNT OF $2,000,000.00. SEE PAYMENT AND VARIABLE INTEREST RATE SECTION BELOW FOR PAYMENT CURRENT RATE AND FUTURE RATE CHANGE INFORMATION. BORROWER AGREES TO PAY THE FEES AND CHARGES AS DISCLOSED IN THE DISBURSEMENT REQUEST AND AUTHORIZATION IN CONSIDERATION OF THIS AGREEMENT. ALL OTHER TERMS REMAIN THE SAME.

**PROMISE TO PAY.** TOWN OF CARBONDALE ("Borrower") promises to pay to Alpine Bank, A Colorado Banking Corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million One Hundred Eighty-three Thousand One Hundred Three and 00/100 Dollars ($2,183,135.09), together with interest on the unpaid principal balance from August 28, 2017, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

**INTEREST RATE ON THE LOAN WILL BE FIXED AT 3.50% UNTIL AUGUST 31, 2019 AND THEN ADJUST TO THE CURRENT US GOVERNMENT 10-YEAR TREASURY RATE PLUS 200 BASIS POINTS FOR AN ADDITIONAL TEN YEARS. AFTER TWENTY YEARS THE INTEREST RATE WILL AGAIN ADJUST TO THE CURRENT US GOVERNMENT 10-YEAR TREASURY RATE PLUS 200 BASIS POINTS UNTIL THE MATURE OF SEPTEMBER 1ST, 2036. THERE SHALL BE A RATE CEILING ON THE LOAN OF 8% THROUGHOUT THE TERM OF THE LOAN.**

**INTEREST CALCULATION METHOD.** Interest on this loan is computed on a 360/360 basis; that is, by applying the rate of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents. (Initial Rate)

**PREPAYMENT: MINIMUM INTEREST CHARGE.** In any event, even upon full payment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of $250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due, unless otherwise stated in the Promissory Note or herein. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it, but Lender will not lose any rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Alpine Bank, A Colorado Banking Corporation; Alpine Bank Carbonale; 400 7th Street South; Rifle, CO 81650.

**LATE CHARGE.** If a payment is 11 days or more late, Borrower will be charged 5.00% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 24.00%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this
AGREEMENT or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower’s existence as a going business, the Insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workouts, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any method, or by any governmental agency including or by execution or levy proceedings, by any creditor of Borrower, whether or not connected with the Indebtedness. This includes a garnishment of any of Borrower’s accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party of any of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes is insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower, (1) pays the debt requiring cure within twenty (20) days; or (2) the default requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender’s sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER’S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS’ FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender the reasonable costs of such collection. This includes, subject to any limits under applicable law, Lender’s attorneys’ fees and Lender’s legal expenses, whether or not there is a lawsuit, including without limitation attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of judgment), and expenses if not prohibited by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Colorado.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender’s request to submit to the jurisdiction of the courts of Garfield County, State of Colorado.

DISHONORED ITEM FEE. Borrower will pay a Lender of $40.00 if Borrower makes a payment on Borrower’s loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower’s accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust account for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender’s right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to remain as liable parties to all makers and endorsers of the original obligation(s), including accommodation parties. Unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement, then all persons signing on behalf of that person acknowledge that this Agreement is given conditioned on the further representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

ADDITIONAL PROVISIONS TO THE LOAN.

THE THIRD STREET CENTER NON-PROFIT CORPORATION WILL ESTABLISH AND MAINTAIN AN ADDITIONAL RESERVE ACCOUNT OUTLINED AS THE CORPORATE RESERVE ACCOUNT IN WHICH THE MONTHLY SAVINGS FROM THIS CHANGE IN TERMS AGREEMENT SHALL BE PLACED. THE ACCOUNT PURPOSE IS OUTLINED AS:

CORPORATE RESERVE

PURPOSE OF THIS ACCOUNT IS TO COVER THE BASELINE OPERATING EXPENSES OF THE THIRD STREET CENTER FOR NON-PROFIT CORPORATION - MORTGAGE PAYMENTS, SALARIES, TSC PORTIONS OF OTHER EXPENSES AND OTHER OPERATIONAL COSTS. THESE RESERVES COULD ALSO BE USED BY THE TSC BOARD TO SUPPLEMENT OTHER RESERVE ACCOUNTS OR PROJECTS.

GUIDELINES FOR USE:

$100,000 MINIMUM BALANCE BEFORE BANK ALLOWS THE CENTER TO TAKE ADVANTAGE OF THE MONTHLY SAVINGS IN THE INTEREST RATE REDUCTION. THIRD STREET CENTER BOARD APPROVAL IS REQUIRED FOR ANY AND ALL EXPENDITURES.

LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED BY THE LENDER THAT NO COVENANT OF BORROWER HERETO SHALL GIVE RISE TO A PECUNIARY LIABILITY OF THE BORROWER OR OF THE STATE OF COLORADO OR ANY OF THEIR OFFICERS OR EMPLOYEES OR A CHARGE AGAINST THEIR GENERAL CREDIT AND THAT NO SUCH COVENANT SHALL EVER CONSTITUTE THE DEBT OR INDEBTEDNESS OR MULTIPLE-FISCAL-YEAR DEBT IN ANY ACCOUNTING OF THE BORROWER WITHIN THE MEANING OF SECTION 2 OF THE STATE OF COLORADO. IT IS FURTHER UNDERSTOOD AND AGREED BY THE LENDER THAT THE BORROWER AND ITS OFFICERS AND EMPLOYEES SHALL INCUR NO PECUNIARY LIABILITY HERELANDER, AND SHALL NOT PAY OUT OF ITS GENERAL FUND OR OTHERWISE CONTRIBUTE ANY PART OF THE COST OF ANY OPERATING EXPENSES THAT ARE NOT DEEMED NOT TO BE LIABLE FOR ANY EXPENSES TO BE SHARED AMONG ALL THE BENEFICIARIES.

THE LOAN SHALL BE A SPECIAL, LIMITED OBLIGATION OF THE BORROWER. THE LENDER WILL NOT BE OBLIGATED TO PAY THE LOAN OR THE INTEREST THEREON, EXCEPT FROM THE ASSETS OR REVENUES IT RECEIVES FROM CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER. IN NO EVENT SHALL THE STATE, THE BORROWER (OTHER THEN FROM THE ASSETS PLEDGED THEREFOR) OR ANY POLITICAL SUBDIVISION THEREOF BE LIABLE FOR THE LOAN.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower’s interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Borrower, without notice to Borrower, may deal with Borrower’s successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about you and your account(s) to consumer reporting agencies. Your written notice describing the specific inaccuracies should be sent to us at the following address: Alpine Bank, A Colorado Banking Corporation, Alpine Bank Carbondale, 407 7th Street South, Rifle, CO 81650.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor.

Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender’s security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such
PARTIES also agree that Lender may modify this Loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

CHANGE IN TERMS SIGNERS:

TOWN OF CARBONDALE

By:

DANIEL JAMES RICHARDSON, Mayor of Carbondale of TOWN OF CARBONDALE

By:

JIM KENNEY, Treasurer of the Board of TOWN OF CARBONDALE

By:

SCOTT DARLING, President of Third St. Board of TOWN OF CARBONDALE

By:

CATHY DERSY, Town Clerk of TOWN OF CARBONDALE

X

APPROVED AND AGREED: SCOTT DARLING AS PRESIDENT OF CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

LENDER:

ALPINE BANK, A COLORADO BANKING CORPORATION

X

Authorized Signer
COMMERCIAL PLEDGE AGREEMENT

Borrower: CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

622 SOUTH THIRD STREET
CARBONDALE, CO 81623

Lender: Alpine Bank, A Colorado Banking Corporation

Alpine Bank
490 7th Street South
Rifia, CO 81604
(905) 561-6988

Principal: $2,183,135.09
Maturity: 09/01/2035
Loan No: 046372261

This Commercial Pledge Agreement dated August 28, 2017, is made and executed among CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER ("Grantor") and CARBONDALE, CO 81623 ("Borrower"); and Alpine Bank, A Colorado Banking Corporation ("Lender").

GRANT OF SECURITY INTEREST. Lender grants to Lender a security interest in the Collateral and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Borrower may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means Grantor's present and future rights, title and interest in and to the following described investment property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof, and further together with all Income and Proceeds as described herein:

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFTS BY JAMES C. CALWAY FOR THE BENEFIT OF THIRD STREET CENTER DATED DECEMBER 7, 2013 IN THE AMOUNT OF $500,000.00

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFTS BY SUSAN F. EDLESTEIN AND WILLIAM SPENCE FOR THE BENEFIT OF THIRD STREET CENTER DATED MARCH 18, 2014 IN THE AMOUNT OF $200,000.00

ASSIGNMENT OF PLEDGE COMMITMENT FOR DESIGNATED GIFTS BY THE GREG FEINSINGER CHARITABLE REMANDEE UNISTRUST DATED OCTOBER 30, 1990 FOR THE BENEFIT OF THIRD STREET CENTER DATED JULY 12, 2017 IN THE AMOUNT OF $200,000.00

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Borrower or Lender to Borrower, or any one or more of them, as well as all claims by Lender against Borrower and Granor or any one or more of them, whether now existing or hereafter created, wholly or partially unrelated to the purpose of the Note, made to perfect, otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Granor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be in liquidated or non-liquidated damages, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Borrower's Waivers and Responsibilities. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement, (B) Borrower assumes the responsibility for being and keeping informed about the Collateral, and (C) Borrower waives any defenses that may arise because of any action or inaction at Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral, and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

Grantor's Representations and Warranties. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition, and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

Grantor's Waivers. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Granor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (E) exchange or release any Collateral or security. No such act or failure to act shall affect Lender's rights against Granor or the Collateral.

Right of Setoff. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Granor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

Representations and Warranties With Respect to the Collateral. Grantor represents and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral-free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement.

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or canceled as provided herein.

No Further Assignment. Grantor has not, and shall not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements, if any, contained in the Collateral which are to be performed by Grantor.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that may be necessary to perfect and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

Lender's Rights and Obligations With Respect to the Collateral. Lender may hold the Collateral until all indebtedness has been paid and satisfied. Thereafter Lender may deliver the Collateral to Grantor or to any other owner of the Collateral. Lender shall have the following rights in addition to all other rights Lender may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens or claims against the Collateral. This may include such things as hiring outside personnel, such as attorneys, appraisers or other experts. Lender may change the Guarantor for any cost incurred in so doing. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral. Granor agrees to
deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to, or for the benefit of, any Person to whom it is delivered, and any other assets of Borrower or any other Person which may be delivered to Lender or which Lender may acquire by operation of law. If any portion thereof of any Indebtedness shall mature, whether by acceleration or otherwise, all payments and advances theretofore made thereon shall be applied thereto so that the full amount of such Indebtedness shall be paid as of the date of such maturity. Lender shall have no responsibility to monitor or control Borrower's or any other Person's business, operations, transactions or future creditworthiness.

Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds therefrom through liquidation, sale or other disposition of the Collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

Transactions with Others. Lender may (1) extend time for payment or any obligation, or (2) grant a renewal or change in terms or conditions, or (3) compromise, compound or release any obligation, with any one or more Obligors, endorsers, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender. This will be the case whether or not the office or branch where Grantor obtained Grantor's loan knows about the Collateral or relies on the Collateral as security.

Collection of Collateral. Lender at Lender's option may, but need not, collect the Income and Proceeds directly from the Obligors. Grantor authorizes and directs the Obligors, if Lender decides to collect the Income and Proceeds, to pay and deliver to Lender all Income and Proceeds from the Collateral and to accept Lender's receipt for the payments.

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, collect for, sue and recover all Income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral, (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral, (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and assignment for Grantor;

(2) to file any claim or claims or to take any action or institute or take part in any proceedings, either in Lender's own name or in the name of a third party, or to otherwise prosecute or defend any action or proceeding against or by any Person in connection with the Collateral or the Collateral Documents; (3) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents.

Perfection of Security Interest. Upon Lender's request, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. When applicable law provides for more than one method of perfection of Lender's security interest, in Lender's sole discretion, Lender may choose the method(s) to be used. Upon Lender's request, Grantor will sign and deliver any writings necessary to perfect Lender's security interest in the Collateral. Grantor irrevocably appoints Lender as Grantor's irrevocable attorney-in-fact in the event of a liquidation or reorganization of the Collateral as security.

This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be Indebted to Lender.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including, but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then be borne by Grantor.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (A) any depreciation in value of the Collateral or for the collection or protection of any Income and Proceeds from the Collateral, (B) preservation of rights against parties to the Collateral or against third persons, (C) assuring any maturities, calls, conversions, exchanges, offers, tenders, similar matters relating to any of the Collateral, or (D) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for any depreciation or destruction of the Collateral.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Deficient First Priority. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any representation, warranty or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at any time made or furnished becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any voluntary or involuntary petition in bankruptcy, including any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditors or Foreclosure Proceedings. Commencement of foreclosure or similar proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender.

However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor's or foreclosure proceeding and if Borrower or Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party as to any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender has good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates, and within the total period of time necessary to be sufficient to cure the default, and in no event more than sixty (60) days, the process of cure, and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.
Immediately due and payable, without notice of any kind to Borrower or Grantor.

Collect the Collateral. Collect any of the Collateral end, at Lender’s option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the Indebtedness.

Sell the Collateral. Sell the Collateral, at Lender’s discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, and other parties as required by law, notice at least ten (10) days in advance of the time and place of any public sale, or of the time after which any private sale may be made. However, notice need not be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person’s right to notification of sale. Grantor agrees that any requirement of notice of sale is satisfied if Lender mails notice by ordinary mail addressed to Grantor at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by any single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws. If, because of restrictions under such laws, Lender is unable, or believes Lender is unable, to sell the securities in an open market transaction, Grantor agrees that Lender will have no obligation to delay sale until the securities can be registered. Then Lender may make a private sale to one or more persons and in any manner not restricted under such laws, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction. Such a sale will be considered commercially reasonable. If any securities held as Collateral are “restricted securities” as defined in the Rule 144 of the Securities and Exchange Commission, Lender may, as a condition to the sale of such securities, require Grantor to execute and deliver to Lender an opinion of counsel that validates such sale.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor’s attorney in fact to execute, endorse, and assign instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities commissions incurred in connection with a sale, attorneys’ fees and court costs, whether or not there is a lawsuit and including any fees on appeal. Incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Borrower to Lender, prior to any distribution to Grantor as the interests of Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Collateral to the Indebtedness.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender’s rights and remedies, whether evidenced by this Related Document, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform obligation of Grantor under this Agreement, after Grantor’s failure to perform, shall not affect Lender’s right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys’ Fees; Expenses. Grantor agrees to pay upon demand all of Lender’s reasonable costs and expenses, including Lender’s attorneys’ fees and Lender’s legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay such reasonable costs and expenses. Costs and expenses include Lender’s attorneys’ fees and legal expenses whether or not there is a lawsuit, including attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender’s request to submit to the jurisdiction of the courts of Garfield County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, managers, members, or other agents acting or purporting to act on the entity’s behalf, and any obligations made or created in reliance upon the professed exertion of such powers shall be governed under this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender’s rights or of any of Grantor’s obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by any Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor’s current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender in any instance to one Grantor is deemed to be notice given to all Grantors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending portion of this Agreement shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegible, unenforceable, or unenforceable portion of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor’s interest, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties, their successors, and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor’s successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any
COMMERCIAL PLEDGE AGREEMENT

Loan No: 0463752301

Page 4

party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word “Agreement” means this Commercial Pledge Agreement, as this Commercial Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Pledge Agreement from time to time.

Borrower. The word “Borrower” means TOWN OF CARBONDALE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word “Collateral” means all of Grantor’s right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word “Default” means the Default set forth in this Agreement in the section titled “Default”.

Event of Default. The words “Event of Default” mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word “Grantor” means CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER.

Guaranty. The word “Guaranty” means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Income and Proceeds. The words “Income and Proceeds” mean all present and future income, proceeds, earnings, increases, and substitutions from or for the Collateral of every kind and nature, including without limitation all payments, interest, profits, distributions, benefits rights, options, warrants, dividends, stock dividends, stock splits, stock rights, regulatory dividends, subscriptions, monies, claims for moneys due and to become due, proceeds of any proceeds on the Collateral, shares of stock of different par value or no par value issued in substitution or exchange for shares included in the Collateral, or all other property Grantor is entitled to receive on account of such Collateral, including accounts, documents, instruments, chattel paper, investment property, and general intangibles.

Indebtedness. The word “Indebtedness” means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other Indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word “Lender” means Alpine Bank, A Colorado Banking Corporation, its successors and assigns.

Note. The word “Note” means the Note dated August 28, 2017 and executed by TOWN OF CARBONDALE in the principal amount of $2,123,115.00, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the note or credit agreement.

Obligor. The word “Obligor” means without limitation any and all persons obligated to pay money or to perform some other act under the Related Documents.

Property. The word “Property” means all of Grantor’s right, title and interest in and to all the Property as described in the “Collateral Description” section of this Agreement.

Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 28, 2017.

GRANTOR:

CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

By: SCOTT DARLING, President of CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

By: JIM KENNEY, Treasurer of CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

BORROWER:

TOWN OF CARBONDALE

By: DANIEL JAMES RICHARDSON, Mayor of Carbondale of TOWN OF CARBONDALE

By: CATHY DERBY, Town Clerk of TOWN OF CARBONDALE

By: SCOTT DARLING, President of Third St. Board of TOWN OF CARBONDALE

By: JIM KENNEY, Treasurer of the Board of TOWN OF CARBONDALE
**DISBURSEMENT REQUEST AND AUTHORIZATION**

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No</th>
<th>Call / Coll</th>
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<th>Officer</th>
<th>Initials</th>
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<td>08-28-2017</td>
<td>09-01-2035</td>
<td>0483752301</td>
<td>OAA / 900</td>
<td>T003339</td>
<td>258</td>
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</tbody>
</table>

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**Borrower:**
TOWN OF CARBONDALE
611 COLORADO AVENUE, SUITE 1
CARBONDALE, CO 81623

**Lender:**
Alpine Bank, A Colorado Banking Corporation
Alpine Bank Carbondale
460 7th Street South
Riffl, CO 81650
(800) 661-6098

**LOAN TYPE.** This is a Variable Rate Nondisclosable Loan to a Government Entity for $2,183,135.09. This is a secured renewal loan.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is:

- [ ] Personal, Family, or Household Purposes or Personal Investment.
- [x] Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: ADD INDIVIDUAL PLEDGE.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $2,183,135.09 as follows:

<table>
<thead>
<tr>
<th>Other Disbursements:</th>
<th>$2,183,135.09 PRESENT PRINCIPAL BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note Principal:</td>
<td>$2,183,135.09</td>
</tr>
</tbody>
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**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

- Prepaid Finance Charges Paid in Cash: $0.00
- Other Charges Paid in Cash: $8.00 Recording - UCC

| Total Charges Paid in Cash: | $8.00 |

**AUTOMATIC PAYMENTS.** Borrower hereby authorizes Lender automatically to deduct from Borrower's account, number 4040050892, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 28, 2017.

**BORROWER:**

TOWN OF CARBONDALE

By: DANIEL JAMES RICHARDSON, Mayor of Carbondale of TOWN OF CARBONDALE

By: SCOTT DARLING, President of Third St. Board of TOWN OF CARBONDALE

By: CATHY DERNY, Town Clerk of TOWN OF CARBONDALE

By: JIM KERNEY, Treasurer of the Board of TOWN OF CARBONDALE

Launched in 13 9-18-77, Copy Checklist updated 11-26-12, 14-7-23, 2-28-17.
# ERRORS AND OMISSIONS AGREEMENT

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**Borrower:** TOWN OF CARBONDALE  
611 COLORADO AVENUE, SUITE 1  
CARBONDALE, CO 81623

**Lender:** Alpine Bank, A Colorado Banking Corporation  
Alpine Bank Carbondale  
400 7th Street South  
Rifle, CO 81650  
(800) 651-6098

**Grantor:** CARBONDALE COMMUNITY NONPROFIT CENTER  
DBA THIRD STREET CENTER  
620 SOUTH THIRD STREET  
CARBONDALE, CO 81623

**LOAN NO.:** 0463752301

The undersigned Grantor for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Grantor does hereby agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

**DATED effective this August 28, 2017**

**GRANTOR:**

CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

**By:**  
SCOTT BARLING, President of CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

**By:**  
JIM KENNEY, Treasurer of CARBONDALE COMMUNITY NONPROFIT CENTER DBA THIRD STREET CENTER

Sworn to and subscribed before me this __________ day of ____________________, 20________.

X  
(My Commission Expires: ____________________ )

(Notary Public)
ERRORS AND OMISSIONS AGREEMENT

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Borrower: TOWN OF CARBONDALE
911 COLORADO AVENUE, SUITE 1
CARBONDALE, CO 81623

Lender: Alpine Bank, A Colorado Banking Corporation
Alpine Bank Carbondale
400 7th Street South
Rifle, CO 81650
(800) 661-6098

PROPERTY ADDRESS: 520 SOUTH THIRD STREET, CARBONDALE, CO 81623

LOAN NO.: 0463752301

The undersigned Borrower for and in consideration of the above-referenced Lender’s funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an Investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this August 28, 2017

BORROWER:

TOWN OF CARBONDALE

By: DANIEL JAMES RICHARDSON, Mayor of Carbondale of TOWN OF CARBONDALE

By: SCOTT DARLING, President of Third St. Board of TOWN OF CARBONDALE

By: CATHY DERRY, Town Clerk of TOWN OF CARBONDALE

By: JIM KENNEY, Treasurer of the Board of TOWN OF CARBONDALE

Sworn to and subscribed before me this ____________________ day of ____________, 20________.

X

(Notary Public)

My Commission Expires: ____________________________
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday August 24, 2017

Commissioners Present:  
Ken Harrington, Chair Pro Tem
Marina Skiles
Nick Miscione, 2nd Alternate
Jeff Davlyn
Jay Engstrom, 1st Alternate

Commissioners Absent:  
Michael Durant, Chair
Yuani Ruiz
Gavin Brooke
Jennifer Gee DiCuollo

Other Persons Present
Holly Richardson, 617 Sopris Avenue
Jeff Ellis, 316 W. Main Street, New Castle

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

Motion

A motion was made by Jeff to nominate Ken to chair. Marina seconded the motion and it was approved unanimously.

July 27, 2017 Minutes:

Nick made a motion to approve the July 27, 2017 minutes. Jay seconded the motion, and they were approved unanimously with Jeff and Marina abstaining.

Yes: Nick, Jay, Ken
Abstain: Marina, Jeff

August 10, 2017 Minutes:

Jeff made a motion to approve the August 10, 2017 minutes. Marina seconded the motion, and they were approved unanimously with Ken and Nick abstaining.

Yes: Marina, Jay, Jeff
Abstain: Ken, Nick
Other Persons Present
There was no public comment.

Resolution No. 4 Series of 2017 - Special Review for Lot B of the Kay PUD

Nick disclosed that he lives on Lot A of the Kay PUD but that he had no conflict.

John explained that in 2016 Rick Balentine requested a Special Review for Site Plan and Architectural for Lot 12B in the Kay PUD. He said that the request was to allow residential units on the ground floor.

John stated that at the September 22, 2016 meeting the Commission approved the Special Review with the condition that a revised housing mitigation plan be approved by the Board of Trustees.

John continued by saying that at the November 22, 2016 meeting the Board denied the submitted housing plan as it did not exceed, nor meet the mitigation standards. He stated that on April 18, 2017 that the applicant submitted a revised housing plan that exceeded the requirements of the housing guidelines.

John said that this plan was reviewed at the May 9, 2017 Board meeting and approved.

John stated that at the June 13, 2017 Board meeting, the Fifth Amendment to Community Housing Agreement was approved.

John said that the Special Review approval from the Planning Commission was contingent on the approval of a housing plan that has now been completed and you are now seeing the resolution of approval for the special review. He stated that if approved, the resolution will be recorded with the Fifth Amendment to the Community Housing Agreement. John explained that the last step in the special review process is the approval of the attached resolution.

Motion

Marina made a motion to approve Resolution No. 4, Series of 2017, approving a Special Review for Lot 12 B of the Kay PUD to allow for residential units on the ground floor. Nick seconded the motion and it was approved unanimously.

CONTINUED PUBLIC HEARING – Minor Site Plan Review, Variance & Special Use Permit for ADU - Applicant: Dan Richardson, 617 Sopris Avenue

Janet stated that this is a continued public hearing for a Minor Site Plan Review, Special Use Permit and Variance to exceed the allowed maximum unit size of 550 sq. ft. for an ADU. She said that the Commission is required to hold a public hearing and approve the application, deny it or continue the public hearing.
Janet explained that the Commission reviewed this application at the July 27th meeting. She said that at the meeting, the Commission asked the applicant to provide additional information regarding the size of the ADU to demonstrate that the variance was the minimum necessary to afford relief. She stated that the Commission also requested a change to the site plan to show the use of pervious paving system for the parking spaces in order to comply with the maximum impervious surface requirement. Janet said that this has been done.

Janet said that the applicant submitted three new floor plans which demonstrate wheelchair accessibility and level of ease:

1. A 550 sq. ft. alternative which complies with the code but is too small to reasonably accommodate wheelchair accessibility.

2. A 644 sq. ft. alternative which was originally requested which achieves wheelchair accessibility with ease.

3. A new 604 sq. ft. alternative that is the smallest footprint that would reasonably accommodate wheelchair accessibility.

Janet continued by saying that the applicant is requesting approval of the third 604 sq. ft. alternative. She stated that the applicant also included a letter in the new material which lists each variance criteria and how they comply with each criteria.

Janet said that the floor plans were really helpful in understanding wheelchair accessibility, including turning radius.

Marina commented that perhaps the UDC should be amended so if an applicant were to make an ADU ADA compliant that they could qualify for a set percentage increase of the allowable number of square footage.

Marina noted that if the height were fourteen feet that they could put a loft in because it would not increase the wall area.

Jeff Ellis, 316 W. Main Street, New Castle said that he appreciated the opportunity to have another go around and that he hopes his revision meets code.

Ken said that the applicant did a great job with the revision that was requested in the last meeting.

Other Persons Present
There was no public comment.

Motion to close the Public Hearing

A motion was made by Jeff to close the Public Hearing. Marina seconded the motion and it was approved unanimously.
**Motion**

Marina made a motion to approve a Minor Site Plan Review and Special Use Permit for an Accessory Dwelling Unit with the findings and conditions below from the Staff Report and to approve the request for a variance to exceed the allowed maximum unit size based on the findings in the Staff Report. Jeff seconded the motion and it was approved unanimously.

Yes: Jeff, Ken, Jay, Marina, Nick
No: none

**Conditions of Approval**

1. All development shall comply with the Site Plans and Building Elevations submitted with the application.

2. At the time of building permit, the applicant shall submit the type of pervious paving system which would be used for the parking spaces. The pervious paving system shall be subject to review and approval by the Building Official.

3. Water rights for the ADU shall be due at the time of building permit.

4. All other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.

5. The Applicant shall also pay and reimburse the Town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.

**Findings for Approval - Site Plan Review Criteria**

1. The site plan is consistent with the Comprehensive Plan. The single family home is the predominant structure and accessory dwelling unit is located toward the rear of that structure. Alley loaded parking is being utilized. The street is emphasized with the sidewalks, trees, and homes, not parking.

2. There are no previous planned unit developments, or any other precedent plan or land use approval associated with this property;

3. The site plan complies with all applicable development and design standards set forth in this Code with the approved variance;

4. Traffic generated by the proposed development will be adequately served by existing streets and alleys.

5. The proposal is in compliance with the UDC, and that the use would not have an adverse effect on the character of the surrounding uses. The proposal
adequately mitigates traffic impacts in the neighborhood and the impacts of the use are borne by the owners of the property.

Findings for Approval – Variance to Exceed Allowed Maximum Unit Size:

1. There is an exceptional circumstance related to the subject property; specifically, it is anticipated that a family member will have a physical impairment which would require the use of a wheelchair;

2. An exceptional, practical hardship to the applicant would occur if the provisions of this Code were literally enforced; specifically, a 550 sq. ft. ADU which complies with the UDC would not allow wheelchair accessibility;

3. The requested variance is the minimum variance that will afford relief and is the least modification possible of the provisions of this Code as demonstrated by the 604 sq. ft. floor plan;

4. The applicant did not create the hardship by his own actions as there is a need to provide family with a living space that accommodates a person with physical impairments;

5. The variance requested does not harm the public or injure the value of adjacent properties as the ADU is located at the rear of the primary residence and does not affect the view or skyline for neighbors; and

6. The granting of the variance will be consistent with the spirit and purpose of the Code as it would allow a small housing unit in close proximity to essential services for anyone, including people with physical impairments.

PUBLIC HEARING – Main Street Marketplace Rezoning – Applicant: Crystal River Marketplace LLC- Location: 6.4 acre property NW of Highway 133, behind 7-11

Janet stated that this is an application for a rezoning. She said that the Planning Commission is required to hold a public hearing and make a recommendation to the Board to approve it, deny it or continue the public hearing.

Janet stated that the site is a vacant 6.4 acre parcel located at the northwest corner of Highway 133 and Main Street. She said that it is generally located along west Main Street, behind the 7-11 store.

Janet explained that the request is to rezone the property from the Planned Community Commercial zone district to the Mixed-Use zone district. She said that the proposal is for a mixed use development with commercial and residential uses.

Janet said that the property shown on the conceptual plan is Lot 1 of the Carbondale Marketplace Subdivision which was approved by the Board last year as part of the City Market development. She stated that the plat has not been recorded but the lot lines
and rights-of-way shown on the conceptual plan follow the Carbondale Marketplace Subdivision lot and right-of-way configurations.

Janet said that the UDC only requires a conceptual plan with a rezoning application. She continued by saying that if the rezoning is approved, the applicant would be required to submit a Major Site Plan Review application. She stated that the details of the site and building design would be reviewed at that time. Janet suggested that the Planning Commission should take this opportunity to offer feedback on the site plan so the applicant can take into consideration when preparing the Major Site Plan Review submittal. She explained that in order to provide enough information on the site plan and compliance with the UDC that she included some general comments on the site plan in the Staff report. Janet said that she also added a list of technical items which will need to be addressed.

Janet stated that the property is designated as “New Urban” in the Comprehensive Plan. She said that this designation allows for a flexible mix of commercial uses and residential uses.

Janet stated that the Mixed Use zone district is a new zone district in the UDC. She said that the purpose of the zone district is to foster compact, mixed-use development patterns that provide people with the opportunity to live, and work, recreate, and shop in a pedestrian-friendly environment. She stated that it is intended to provide multimodal access to and from Downtown and the Rio Grande Trail. Janet explained that providing an interesting and walkable environment through building design and streetscape standards is an important competent in this zone district.

Janet said that the Planned Community Commercial Zone District is an obsolete zone district. She stated that land may not be rezoned to this district and that property owners are encouraged to rezone land from this zone district.

Janet added that while she supports the rezoning, one thing that she would note is that the proposed development is more residential than commercial. She said that it is important for the Town to ensure that the commercial properties are preserved for future revenue.

Janet said that on the other hand, there is a need for rental housing in Town. She stated that this development would provide a good mix of rental housing units near the shopping areas along the highway and the Downtown while providing some commercial square footage. She said that in addition, residential development along Main Street creates more of a buffer for the residential neighborhoods to the south.

Janet stated that if this is approved, it is important that the properties north of this site along Highway 133 include more commercial development.

Ken asked for clarification on the ratio of commercial and residential units and if that would be addressed at the time of the site plan review.
Janet stated that it should be addressed tonight so the applicant can have the major site plan include changes from the conceptual plan.

Jeff asked if the applicant would be bound to the conceptual plans submitted tonight.

Janet answered that the representations in this application are fairly binding with minor changes possible so it should be addressed now.

Jay asked if the Town’s infrastructure has the capability for residential in this area.

Janet stated that previous applications for this same property had engineering completed, which did not show any challenges.

Jeff asked how the timeline of City Market would affect this project.

Janet answered that this development is being treated as a stand-alone in the event that City Market goes away. She said that it is also setup to function with the City Market. She said that the applicant would explain the timeline for City Market tonight.

Bob Shultz from Robert Schultz Consulting introduced himself, Briston Peterson who is representing the ownership group, Yancy Nichol from Sopris Engineering and Rich Camp from Rich Camp Landscape Architects. He said that this an application for rezoning but that they would also like to cover the conceptual site plan tonight. He said that they would appreciate feedback before the detailed engineering and design are complete.

Bob explained the site plan displayed. He said that the connection to Hendrick Drive has long been proposed to this parcel. He said that this rezoning would bring this lot into alignment with the Comprehensive Plan. Bob said that a detailed site plan would follow the rezoning. He recounted the developments that have been completed with the PCC zone district. He said that with the UDC and of the Mixed Use Zone (MU) district it gave the option to go a different direction. Bob stated that landowners in the PCC zone district were encouraged to rezone and that is why we are here today. He explained the neighboring zone districts and their locations.

Bob said that one of the criteria in rezoning is related to the Comprehensive Plan and the New Urban district, which is now the MU district in the UDC. He said that this property has been studied for years and we do know a lot about what effects there are. He said that there is exceptional access to streets and utilities from this parcel, which makes it right for development.

Bob stated that there have not been any studies that have shown any adverse impacts to neighboring properties. He said when we submit the Major Site Plan there will be more information available including traffic studies for your review.

Bob said that the mix of commercial and residential has been a topic of conversation for many years and what is the right mix as well as its location. He said that there is a lot to
think through with the location of commercial and how national retailers base their decisions on totals of windshields.

Bob said that in his Planning Commissioner training that he learned to look under the hood. He said that this project has been in the works for months and he explained the evolution of this conceptual site plan pointing to roads, entrances a central area as well as the economic components. He said that using the buildings as massing to create a separation from City Market seemed to make the most sense.

Bob continued to describe the buildings and their possibilities as well as the architecture. He said that the Rockford Ditch would have to be rerouted along the edge as it currently travels through the property, which would affect the setbacks so a variance will be needed. He said that the layout would offer a Main Street feel to it.

Bob described a proposed soccer surface in the open space that could be plowed in the winter. He said that the residents could have outside space upon returning from work in the pocket parks and community garden areas, which have been identified as options. He also pointed to an area called a tot lot next to the laundry area.

Bob said that there is enough parking for all of the uses.

Briston said that the idea of community gardens would allow the residents to grow their own produce.

Bob said that the utility plan competed by Sopris Engineering worked with the City Market proposal and that it could also work without it.

Bob said in closing that the MU zone district makes more sense than the PCC zone district. He said that this will bring a better product to the community and that we hope that you will support the rezoning of this property. He said that we would welcome your comments about the site plan prior to our major site plan to follow.

Ken asked Janet if there were other zone districts that are similar to MU from the Comprehensive Plan.

Further discussion ensued with comparisons of the Commercial/Transitional (CT) zone district with (MU) providing more flexibility.

Jeff asked if we are looking at mixed-use buildings being either commercial or residential.

Bob said that yes but that there would be two buildings on Hendrick Drive, which could be flex buildings depending on what makes more sense at that time.

Marina asked if there was a set percentage required of residential and commercial in the MU zone district.
Janet said no.

Bob said that there are challenges with mixed-use buildings and financing for the developer as well as the buyer.

Marina asked about the multi-economic concept referencing brown stones as well as apartments and their locations.

Bob said that there would need to be twenty percent affordable housing but that this project is not intended to be in the highest end of the market.

Nick asked if there was a percentage of commercial space proposed.

Bob said that the flex buildings on Hendrick would be commercial on the bottom and that depending on what the market brings will affect how if second floor is residential or office.

Ken asked what the square footages were for both commercial and residential.

Bob answered for commercial that there would be approximately 16,000 – 32,000 sq. ft. and that for residential there would be 223,950 sq. ft.

Ken asked if residents might be parking in the City Market parking lot.

Bob said that it would be signed to prevent that but it was a matter of enforcement.

Ken asked how the parking was counted.

Bob said that they have some proposed on street spaces and that are in excess of what they are required to provide, which have been identified on the site plan. He said that we want to hold space for a transit stop in the event that RFTA provides a stop in the future.

Ken was concerned with the parking on Hendrick Drive with congestion.

Bob said that businesses would be served with the parking on Hendrick and that it would be a concern for a business.

Nick asked what the orange T represents in the islands of the parking lot.

An inaudible answer was that it was for trash.

Ken said that he was concerned about the connection from Hendrick Drive to Highway 133 if City Market is not built as Hendrick Drive would be a dead-end. He said that whichever project happens first should be making the street connection.
Ken said that he was also concerned with the turn off of Main Street and that a right-hand turn lane to Hendrick Drive on the west-bound side of Main Street would relieve some of the traffic.

Nick added that with the size of this development would it trigger an improvement to widen west Main Street.

The Commission agreed that west Main Street was already wide.

Jay asked if the front of this project was Main Street.

Janet stated yes.

Jay suggested that the front might be on Hendrick Drive in order to help with the issue of the easement for the ditch and the required setback.

Janet expanded on Jay’s suggestion, as then Main Street would be considered the side and a variance would not be needed.

Ken asked how the front was determined.

Janet said that she went by definitions and that it wasn't totally clear in the MU zone district. She said that other zone districts have a street-side setback.

Bob said that the front side to him is clear being Main Street. He said that he is comfortable coming in and asking for a variance.

Marina said that it would be nice to have an open ditch like other areas of Carbondale. She said that she applauds this site plan but that she wished that there was more commercial space. She added that what you are trying to achieve is what is important in Carbondale. Marina said that she likes the brown-stones if they are well designed. She thinks that the soccer field would be well used all year round.

Marina is in agreement about the traffic discharged onto Main Street and how it is mitigated. She said that she does not have major issues with this site plan.

Nick asked for clarification of the ditch and is it a diversion or relocation.

Bob said that it is a relocation of the Rockford Ditch, which goes through the property. He said that there is an agreement that was made with others that have interest in the ditch, which was also part of the City Market project. He said that it has not been signed but that it would be when they are ready to move forward.

Jeff asked if a cross walk for pedestrians was being planned to cross Main Street perhaps at Shorty Pabst Way.
Bob said that crossing Main Street could be addressed with the Major Site Plan if the new City Market is not completed.

**Motion to close the Public Hearing**

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

Ken stated that MU is the closest to New Urban. He said that he agrees with Marina’s comments about the townhomes on Main Street. He also agreed that the open space useable all year was a good idea.

Ken said that the connections seem to be well thought through. He clarified that the comments may change with the final site plan.

Nick said that he would like the ditch to be day-lighted like most of the ditches in Carbondale.

Yancy explained how large the ditch is compared to others in Town. He commented that he would need to create some head to keep the flow to CRMS and that it would not be possible with an open ditch. He said that it was also a liability for drownings due to the size of the ditch and that he doesn’t see a solution to keep it open.

Marina thanked Yancy for the clarification on the ditch.

Bob stated that an open house was held at Town Hall. He said that Cindy Sadlowski commented that three bedroom units should be proposed. He also said there have been many comments to not take the top of the market with this project.

Briston disclosed to Marina that he owns Garfield Avenue Apartments and that this segment of the population do not come to voice their opinions at open houses.

**Motion**

Jeff made a motion to recommend approval of the rezoning from PCC to MU with the findings and conditions in the Staff Report. Marina seconded the motion and it was approved unanimously.

Yes: Jeff, Ken, Jay, Marina, Nick
No: none

**Staff Update**

Janet said that Marina and Ken were reappointed last Tuesday at the Board meeting.
Commissioner Comments

The Commission had no comments.

Motion

A motion was made by Jay to adjourn. Nick seconded the motion and the meeting was adjourned at 8:30 p.m.