## CARBONDALE BOARD OF TRUSTEES
### REGULAR MEETING
#### APRIL 10, 2018

**CARBONDALE TOWN HALL**
511 COLORADO AVENUE
6:00 P.M.

### STUDENT OF THE MONTH AWARD

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<th>TIME*</th>
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<tr>
<td>6:10</td>
<td>1. Roll Call</td>
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<td>2. Consent Agenda</td>
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<td>a. Accounts Payable</td>
<td>ATTACHMENT A</td>
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<td>b. BOT 3/20/18 Work Session Minutes</td>
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<td>c. BOT 3/27/18 Regular Meeting Minutes</td>
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<td>d. Modification of Premises- Sopris Liquor &amp; Wine</td>
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<td>e. Liquor License Renewal Application – Los Cabos</td>
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<td>f. Environmental Board Request for Funding – Dandelion Day</td>
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<td>6:25</td>
<td>4. Trustee Comments</td>
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<td>5. Attorney’s Comments</td>
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<td>9. Initiate Zone Text Amendment for Child Care</td>
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<td>10. Citizen of the Year Committee Make-Up Discussion</td>
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<td>11. Discussion on Regulating Vaping</td>
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<td>12. Minutes/Correspondence</td>
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<td>a. Bike Pedestrian Trails Commission</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 04.10.2018

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 04.10.2018

DISCUSSION: The accounts payable include auto repairs on the 2016 Ford Explorer Police Interceptor that was repaired for $21,323.36. CIRSA determined that the vehicle should be repaired rather than totaled. Roaring Fork Engineering is working on the Snowmass Drive Trail and the accounts payable include a payment for $6,691.25.

The payroll for 4.6.18 was $150,189.11. Tax liability for the town was $8,481.79. Pension and Retirement liability was $10,366.56.

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

Renae
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<td>RAPPAHOT, ROKHSANA</td>
<td>FITNESS INSTRUCTOR NIA AN</td>
<td>4/1/18</td>
<td>1016895</td>
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**Total RECREATION CENTER:**

2,635.30

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<tr>
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<th>Vendor Name</th>
<th>GL Acct No</th>
<th>Description</th>
<th>Invoice No</th>
<th>PO No</th>
<th>Invoice Date</th>
<th>Amount</th>
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<tr>
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<td>REC FACILITIES/EQUIPMENT</td>
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<td>101682</td>
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<td>CEDAR NETWORKS</td>
<td>POOL INTERNET</td>
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<tr>
<td>75-4500-9410</td>
<td>UTILITIES</td>
<td>75333</td>
<td>MuniRevs</td>
<td>ONLINE PAYMENT MERCHANT</td>
<td>705</td>
<td>10719</td>
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</tbody>
</table>

**Total:**

192.90

**Grand Total:**

113,999.25
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
MARCH 20, 2018

CALL TO ORDER:

Mayor Richardson called the Board of Trustees Work Session to order on March 20, 2018, at 6:00 p.m. in the Town Hall meeting room.

The following Carbondale Board of Trustees members were present:

Mayor
Dan Richardson
Trustees
Heather Henry
Frosty Merriott
Ben Bohmfalk
Marty Silverstein

Absent:
Luis Yllanes
Erin Sparhawk

Staff Present:
Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Planning Director
Janet Buck
Attorney
Tarin Udall

COLORADO COMMUNITIES FOR CLIMATE CHANGE (CC4CA) PRESENTATION

Jacob Smith gave a presentation on the Colorado Communities for Climate Change (CC4CA) organization. The key points made are as follows:

- It's a coalition of local governments focused on pooling their resources to protect Colorado's climate
- How it works – every member has an equal seat; policy positions require unanimous support
- The organization primarily focuses on lobbying at the state level
- It's a very lean organization with no office overhead, no permanent staff; their lobbyist is contracted
- Dues are based on community size – for a population 2,000 – 49,000 0 a BASE membership is $5,000 and a CORE membership is $10,000

NORTHWEST COLORADO CULTURAL HERITAGE PROGRAM

Nancy Kramer, Program Coordinator for the Northwest Colorado Cultural Heritage Program gave a presentation on the program. The key points made are as follows:
Cultural Heritage Tourism is about more than tourism; it’s a collective and regional insight directed toward the goal of discovering how to preserve a sense of past and place while balancing change and promoting sustainability in communities and in the landscape.

- The provide cooperative marketing and branding
- The provide community gateway signs which they place at significant sights (they are in the process of creating signs for Carbondale)
- They partner with museums, chambers, municipal and county governments, etc.

Their fourth annual summit will be held in Rangely in April. The will be focusing on scenic byways.

**JOINT MEETING WITH THE PLANNING & ZONING COMMISSION**

The Trustees held a joint meeting with the Planning & Zoning (P&Z) Commission and the following topics were discussed:

The Trustees asked if construction costs are hindering projects moving forward. Jay answered that the Stein project is the only construction project that isn't moving aggressively forward.

Trustee Henry asked if we need to address a recent Op Ed in the Sopris Sun that stated that there is a perception that it is extremely expensive to develop in Carbondale. Both the BOT and P&Z do not agree with the perception – there is level of construction quality that we expect.

**PUD'S**

Janet stated that PUD’s are a nightmare to administer. The Uniform Development Code attempts to avoid creating future PUD’s. The Board asked if we should reach out to HOA’s and ask them if they would voluntarily extinguish their PUD’s. It was noted that attorney Mark Hamilton previously cautioned the Board that this is a very complex issue. Should we amend PUD’s that fit in underlying zoning and make them use underlying zoning. The Board would like the website to provide an informative page on PUD’s and possibly have a pop-up GIS map.

**UDC AMENDMENTS**

Trustee Bohmfalk asked if we want to address bandit units.

The Board suggested that amendments to the UDC should include:

- Light temperature thresholds
- Encourage window treatment to reduce lighting and provide insulation of Windows
CHILDcare

Angela Lowrey, representing Little Blue Daycare, was present at the meeting.

Previously the Board had a discussion on how they can help daycares in Carbondale. The BOT suggested that they could possibly help through zoning and planning.

It’s hard to find space for daycares (for more than seven children) in Carbondale due to the onerous state requirements.

At a previous meeting P&Z contemplated allowing daycares in the Industrial Zone and they agreed that it is not a good idea. It was suggested that it could possibly be handled through the site specific process. It was noted that the UDC is significantly more restrictive for daycares.

The majority of the Trustees agreed that daycares should be allowed in the Industrial Zone District through the Special Use Permit process.

It was agreed that the P&Z will consider and recommend where daycares should be encouraged.

Trustee Merriott stated that he has so much respect for the P&Z and he encouraged them to run for Trustee at the next election.

ADJOURNMENT

The March 20, 2018, work session adjourned at 9:15 p.m. The next regular scheduled meeting will be held on March 27, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

_________________________________________
Dan Richardson, Mayor

ATTEST:

_________________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
MARCH 27, 2018

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on March 27, 2018, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Trustees
Arrived after Roll
Absent
Staff Present:

Dan Richardson
Marty Silverstein
Erica Sparhawk
Heather Henry
Frosty Merriott
Luis Yllanes
Ben Bohmfalk
Cathy Derby
Renae Gustine

Trustee Merriott arrived at the meeting

CONSENT AGENDA

- Accounts Payable totaling $391,466.75
- BOT 3/13/18 Work Session Minutes
- Liquor License Renewal – Pop’s Liquors
- Modification of Premises and Revocable License Agreement – Phat Thai
- Modification of License – Rocky Mountain High – Change of Hours
- Authorization of Mayor to Sign Thompson House Grant Application

CONSENT

The Board pulled the Accounts Payable off of the Consent Agenda because two additional bills were added.
Trustee Henry made a motion to approve: the BOT 3/13/18 Regular Meeting Minutes; Pop’s Liquors Renewal Application; Phat Thai’s Modification of Premises and Revocable License Agreement; and Authorization of Mayor to Sign Thompson House Grant Application. Trustee Sparhawk seconded the motion and it passed with:

5 yes votes: Silverstein, Merriott, Sparhawk, Henry, Richardson

Accounts Payable

Renae explained that two additional bills (Thompson House and Xcel Energy) totaling $19,759.34 that needed to be paid immediately were added to Accounts Payable after the packet went out.

Trustee Sparhawk made a motion to approve the Accounts Payable. Trustee Henry seconded the motion and it passed with:

5 yes votes: Merriott, Sparhawk, Henry, Richardson, Silverstein

PERSONS PRESENT NOT ON THE AGENDA

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

TRUSTEE COMMENTS

Trustee Silverstein stated that approximately 150 people attended the March for Our Lives rally last Saturday.

Mayor Richardson noted that KDNK’s Membership Drive is underway.

Mayor Richardson informed the Board that he attended a community meeting concerning student vaping. He requested the Trustees have a Board discussion on this topic, the Board agreed.

Trustee Merriott told the Board that he attended the last Garfield County Board of Commissioner’s meeting where they discussed bears. The Commissioners agreed to schedule a work session to discuss bears because they want the sheriff to be present.

Trustee Merriott stated that Paul Mentor told him that they are expanding the Church’s day care facility and there will still be a wait list for infants. Paul would like to be involved in any future discussions the Board has concerning daycare.

Trustee Henry announced that Waste Diversion Day is April 28th and the EBoard is looking for volunteers.
Trustee Henry stated that the Ruedi Water and Power Authority will be conducting interviews for the Executive Director position in the coming weeks.

Mayor Richardson told the Board that he has received a request to rekindle the Citizen of the Year Award. He will talk to some organizations and see if they are interested in spearheading the process.

Trustee Merriott suggested the Board also re-implement the Student Trustee position.

**ATTORNEY’S COMMENTS**

The attorney was not present at the meeting.

**SPECIAL EVENT LIQUOR LICENSE – KDNK – 35TH BIRTHDAY PART**

KDNK has applied for a Special Event Liquor License for their 35th birthday party to be held at the Third Street Center. 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 KDNK’s Special Event Liquor License Application. Trustee Silverstein seconded the motion and it passed with:

*5 yes votes: Richardson, Silverstein, Sparhawk, Henry, Merriott*

**SPECIAL EVENT LIQUOR LICENSE – CARE**

CARE has applied for a Special Event Liquor License for an event to be held at the 4th Street Plaza. 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 CARE’s Special Event Liquor License Applications. Trustee Henry seconded the motion and it passed with:

*5 yes votes: Silverstein, Merriott, Sparhawk, Henry, Richardson*

**SPECIAL EVENT LIQUOR LICENSE – FESTIVAL LAS AMERICAS**

Festival las Americas has applied for a Special Event Liquor License for an event to be held at Sopris Park. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Merriott made a motion to approve Festival las Americas’ Special Event Liquor License Applications. Trustee Sparhawk seconded the motion and it passed with:

*5 yes votes: Merriott, Sparhawk, Henry, Richardson, Silverstein*
COLORADO COMMUNITIES FOR CLIMATE CHANGE (CC4C) MEMBERSHIP DISCUSSION

Jacob Smith of CC4C gave a presentation on the organization at the BOT March 20, 2018 work session. CC4C is primarily a state-wide climate change lobbying coalition. Membership costs are $5,000 for BASE and $10,000 for CORE.

Discussion ensued.

The majority of the Board was in favor of joining CC4C. However, it was noted that money was not budgeted for the membership in 2018 and we are already four months in to the year.

Trustee Silverstein suggested contributing $2,500 for 2018 and discuss joining at the $5,000 level during 2019 budget meetings; the Board agreed.

Mayor Richardson stated that he will let the other Garfield County Mayors know of the Board’s decision and hopefully they will want to contribute as well.

Trustee Silverstein made a motion to contribute $2,500 to Colorado Communities for Climate Change. Trustee Sparhawk seconded the motion and it passed with:

5 yes votes: Henry, Sparhawk, Richardson, Silverstein, Merriott

ADJOURNMENT

The March 27, 2018, regular meeting adjourned at 6:40 p.m. The next regularly scheduled meeting will be held on April 10, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date:

TITLE: Modification of Premises – Sopris Liquor & Wine

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Modification of Premises Application; New Lease; Two Site Plans

BACKGROUND: Sopris Liquor & Wine has applied for a Modification of Premises to expand their business in to the old Casual Culture space.

FINANCIAL: NONE – the State receives the application fee.

DESIRED OUTCOME: Staff recommends the Board make the following motion: move to approve Sopris Liquor & Wine’s Modification of Premises Application.

Prepared By: Cathy Derby

Town Manager
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)
- Wholesalers Branch House Permit

<table>
<thead>
<tr>
<th>Address of storage premise:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City ______________________ County ______________________ Zip ___________</td>
<td></td>
</tr>
</tbody>
</table>

Attach a deed/lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

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

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

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $759 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

<table>
<thead>
<tr>
<th>Date filed with Local Authority</th>
<th>Date of Hearing</th>
</tr>
</thead>
</table>

(a) Address of current premises

| City ______________________ County ______________________ Zip ___________ |

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

<table>
<thead>
<tr>
<th>Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City ______________________ County ______________________ Zip ___________</td>
<td></td>
</tr>
</tbody>
</table>

(c) New mailing address if applicable.

<table>
<thead>
<tr>
<th>Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City ______________________ County ______________________ State _______ Zip ___________</td>
<td></td>
</tr>
</tbody>
</table>

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment
liquor license or licenses pursuant to section 12-47-301(8).

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

<table>
<thead>
<tr>
<th>Former manager's name</th>
<th>New manager's name</th>
</tr>
</thead>
</table>

(b) Date of Employment

<table>
<thead>
<tr>
<th>Has manager ever managed a liquor licensed establishment?</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does manager have a financial interest in any other liquor licensed establishment?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>If yes, give name and location of establishment</td>
<td></td>
</tr>
</tbody>
</table>

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

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

(a) Describe change proposed

| Addition of 3000 square ft of space. | Will be taking out well separating the two spaces. New entrance and exit doors will be added. |

(b) If the modification is temporary, when will the proposed change:

| Start ___________________ (mo/day/year) | End ___________________ (mo/day/year) |

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $600.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

| Yes ☐ No ☑ |

(d) Is the proposed change in compliance with local building and zoning laws?

| Yes ☑ No ☐ |

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?

| Yes ☐ No ☑ |

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

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

10. Campus Liquor Complex Designation

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

(a) I wish to designate my existing _______ Liquor License # _______ to a Campus Liquor Complex

| Yes ☐ No ☑ |

11. Additional Related Facility

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

(a) Address of Related Facility

| | |

(b) Outlined diagram provided

| Yes ☐ No ☑ |
Oath of Applicant

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Owner</td>
<td>3/24/18</td>
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Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
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</thead>
<tbody>
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<th>Signature</th>
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<th>Date</th>
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Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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</tbody>
</table>
Before Modification

Casual Culture

Sapris Liquor & Wine

Product Displays

Refrigerator

Existing Offices

Tenant Spa

Storage
CARBONDALE PLAZA

AMENDMENT TO LEASE – ADDITIONAL PREMISES

THIS AMENDMENT TO LEASE – ADDITIONAL PREMISES ("Lease of Additional Premises"), is made this ____ day of March, 2018, between ALANDALE LTD. LIABILITY CO. ("Landlord"), whose address is 12144 E. Welsh Trail, Scottsdale, AZ 85259, K&A LLC, a Colorado Limited Liability Company ("Tenant"), whose address is 1026 Highway 133, Carbondale, Colorado 81623, and, Federico Javier Peña and Graciela Peña ("Guarantors").

RECITALS

A. Landlord and Tenant are parties to that certain Shopping Center Lease and related Lease Summary of Business Terms dated April 1, 2014 (collectively, the "Existing Lease"), pursuant to which Tenant leases from Landlord the Premises described in the existing Lease (the "Leased Premises").

B. Tenant operates a retail liquor store from the Leased Premises known as Sopris Liquor & Wine.

C. Tenant desires to expand Sopris Liquor & Wine, and to that end Tenant desires to lease from Landlord, and Landlord desires to rent to Tenant, the additional premises described herein upon the terms and conditions set forth herein.

LEASE AGREEMENT

NOW, THEREFORE, in consideration of the keeping and performance of the mutual promises and covenants contained herein, the parties agree as follows:

1. Lease of Additional Premises. Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, the following described premises: Spaces 1, 2, 4, and 5 of the commercial space in the Carbondale Plaza Shopping Center, as depicted on Exhibit A attached hereto, containing approximately 3,000 square feet of floor space, and also known as 1030 Highway 133, Carbondale, Colorado 81623. It is expressly understood and agreed that the premises described herein constitute Additional Premises to the Leased Premises described in and subject to the Existing Lease. It is further understood and agreed that the Additional Premises described herein shall be and are hereby made subject to all of the terms and conditions of the Existing Lease, except as those terms and conditions are expressly modified by the provisions of this Lease of Additional Premises.

2. Licensing: Contingency. Tenant shall utilize the Additional Premises for the sale of liquor, wine, beer, sundries and condiments in the same manner as Tenant is utilizing the Leased Premises under the Existing Lease. Tenant currently has a liquor license application for the Additional Premises pending before the Town of Carbondale. This Lease of Additional Premises is expressly contingent upon Carbondale's approval of said application at the currently scheduled public hearing on April 10, 2018.

3. Term. The Term of this Lease of Additional Premises shall commence at 12:01 A.M. on April 11, 2018 and shall thereafter be co-extensive with the Lease Term of the Existing Lease as hereinafter provided. The Term of the Existing Lease, and hence this Lease of Additional Premises, expire on March 31, 2026. The Existing Lease grants to Tenant three (3) five-year options to extend the Lease. By their signatures hereon, the Tenant hereby exercises, and the Landlord hereby accepts such exercise, of the first two (2) of said three (3) five-year extensions. Thus, the Term of the Existing Lease, and hence the Term of this Lease of Additional Premises, is hereby extended by ten (10) years so that said Term now expires at 12:00 Midnight on March 31, 2036. All dates, time periods and other provisions regarding the Third Extension Term of the Existing Lease shall apply to renewal and extension of this Lease of Additional Premises, provided, however, that the renewal or nonrenewal of the Existing Lease and this Lease of Additional Premises shall apply to both the Leased Premises and the Additional Premises, it being the intention of the parties that the extension of the Lease must be effective, if at all, as to both the Leased Premises and the Additional Premises.
4. **Possession of Additional Premises; Tenant Improvements.** Tenant shall be entitled to take possession of the Additional Premises on April 11, 2018. Tenant shall thereafter have until June 30, 2018 to occupy the Additional Premises without an obligation to pay Rent for the Additional Premises. Tenant’s obligation to pay Additional Rent (“CAM Charges”) allocable to the Additional Premises shall commence on May 1, 2018, as more particularly provided in paragraphs 6, 7, 8 and 9 hereof. From the date of possession through June 30, 2018, Tenant shall be entitled to make such improvements to the Additional Premises as may be approved by Landlord in accordance with Article XIV of the Existing Lease. In addition, during such period, Landlord shall, at its expense, contribute towards the installation of two (2) 9-foot automatic doors to be installed in the front of the Additional Premises, at an exact location to be determined by Landlord and Tenant.

5. **Rent.** Commencing on July 1, 2018 and continuing on the first day of each month thereafter, Tenant shall pay Landlord, without any prior demand and without any deduction or scot off whatsoever, a Fixed Monthly Rent for the Additional Premises of [amount].

   a. **Rent Escalation.** Commencing on January 1, 2021, and continuing for all subsequent Lease Years, including any and all Renewal Terms, the Fixed Monthly Rent for the Additional Premises shall be increased by three percent (3%) per annum.

   b. **Amendment of Existing Lease.** Section 3.5 of the Lease Summary of Business Terms of the Existing Lease is hereby amended to provide that the annual three percent (3%) increase in Fixed Minimum Rent shall commence on January 1, 2021, instead of the first day of the Lease Year Seven, and shall continue to increase by three percent (3%) on January 1 of each subsequent Lease Year throughout the Term, including any Renewal Term.

6. **Insurance.** Under the Existing Lease, Tenant is paying as Additional Rent [amount]% (“Tenant’s Prorata Share”) of Landlord’s fire, casualty, liability and extended coverage insurance premiums for the Shopping Center and the Building. Commencing on May 1, 2018, Tenant’s Prorata Share of Landlord’s insurance costs shall increase by [amount]% to a total of [amount]% of the actual insurance costs for the Shopping Center and the Building. The new monthly amount of Tenant’s Prorata Share of Landlord’s insurance cost shall be estimated prior to May 1, 2018 and, commencing on that date and continuing thereafter shall be paid in monthly installments together with the Fixed Monthly Rent, and adjusted upward or downward at year-end based upon a reconciliation of actual costs.

7. **Utilities.** Under the Existing Lease, Tenant is paying as Additional Rent [amount]% (“Tenant’s Prorata Share”) of Landlord’s common area gas (heat), electric, water and sewer costs, for the Shopping Center and the Building. Commencing on May 1, 2018, Tenant’s Prorata Share of utility costs shall increase by [amount]%, to a total of [amount]% of the actual utility costs for the Shopping Center and the Building. The new monthly amount of Tenant’s Prorata Share of Landlord’s utility costs shall be estimated prior to May 1, 2018 and, commencing on that date and continuing thereafter shall be paid in monthly installments together with the Fixed Monthly Rent, and adjusted upward or downward at year-end based upon a reconciliation of actual costs.

8. **Common Area Maintenance.** Under the Existing Lease, Tenant is paying as Additional Rent [amount]% (“Tenant’s Prorata Share”) of Landlord’s common area maintenance costs for the Shopping Center and the Building. Commencing on May 1, 2018, Tenant’s Prorata Share of common area maintenance costs shall increase by [amount]%, to a total of [amount]% of the actual common area maintenance costs for the Shopping Center and the Building. Such monthly amount of Tenant’s Prorata Share of Landlord’s common area maintenance costs shall be estimated prior to May 1, 2018 and, commencing on that date and continuing thereafter shall be paid in monthly installments together with the Fixed Monthly Rent, and adjusted upward or downward at year-end based upon a reconciliation of actual costs.

9. **Taxes.** Under the Existing Lease, Tenant is paying as Additional Rent [amount]% (“Tenant’s Prorata Share”) of the real estate taxes for the Shopping Center and the Building. Commencing on May 1, 2018, Tenant’s Prorata Share of real estate taxes shall increase by [amount]%, to a total of [amount]% of the actual real estate tax costs for the Shopping Center and the Building. Such
monthly amount of Tenant's Prorata Share of the real estate taxes shall be estimated prior to May 1, 2018 and, commencing on that date and continuing thereafter shall be paid in monthly installments together with the Fixed Monthly Rent, and adjusted upward or downward at year-end based upon a reconciliation of actual costs.

10. **Terms of Existing Lease Remain in Effect.** Except as expressly amended hereby, all terms and conditions of the Existing Lease remain in full force and effect as to both the Leased Premises described in the Existing Lease and the Additional Premises described herein. Unless otherwise defined herein, all terms used herein shall have the meaning given to them in the Existing Lease.

11. **Guarantee.** In consideration of the making of the within Lease by the Landlord with the Tenant at the request of the undersigned and in reliance on this guaranty, the undersigned Guarantors hereby absolutely and unconditionally guarantee the payment of the Rent to be paid by the Tenant and the performance by the Tenant of all the terms, conditions, covenants and agreements of the Lease of Additional Premises, and the undersigned promises to pay all the Landlord’s expenses, including reasonable attorney’s fees, incurred by the Landlord in enforcing all obligations of the Tenant under the Lease of Additional Premises or incurred by the Landlord in enforcing this guaranty. The Guarantors expressly understand and agree that this is a continuing guaranty and that the obligations of Guarantors hereunder are and shall be absolute under any and all circumstances, without regard to the validity, regularity, or enforceability of the within Lease of Additional Premises. This is a guarantee of payment and not of collection and upon any default of the Tenant under the Lease of Additional Premises, Landlord may, at its option proceed directly and at once, without notice, against the Guarantors, or either of them, to collect and recover the full amount of the liability under the Lease of Additional Premises or any portion thereof, without proceeding against the Tenant, or any other person or entity. Furthermore, Guarantors specifically agree that their Guarantee of the Existing Lease is unaffected by this Lease of Additional Premises, and that said Guarantee remains in full force and effect.

IN WITNESS WHEREOF, the Landlord, Tenant and the Guarantors have executed this Lease of Additional Premises on the day and year first above written.

**LANDLORD:**

**LAZY GLEN, INC.**

By: ALANDALE LTD. LIABILITY CO.,
Its: Management Company and Authorized Agent

Date: \[3/30/18\]

By: [Signature]
Terry A. Kirk, Manager

**TENANT:**

**K&A LLC,**
a Colorado Limited Liability Company

Date: \[3/30/18\]

By: [Signature]
Federico Javier Peña, Manager

Federico Javier Peña, Guarantor

*Amendment to Lease – Additional Premises*
*Alandale Ltd. Liability Co./K&A LLC/Federico Javier Peña, Graciela Peña*
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal Application for Los Cabos

Date: April 5, 2018

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

Stephanie Castro - Owner/Manager

I have found no in-house liquor violations for Los Cabos.

I recommend the approval for the liquor license renewal application.

On February 13 Liquor and Tabacco Enforcement did compliance checks and Los Cabos did not pass. Last year Los Cabos also did not pass.
ATTACHMENT E

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

LOS CABOS MEXICAN
0908 HIGHWAY 133
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>DBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCMGS INC</td>
<td>LOS CABOS MEXICAN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquor License #</th>
<th>License Type</th>
<th>Expiration Date</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>4702893</td>
<td>Hotel &amp; Restaurant (city)</td>
<td>05/07/2018</td>
<td>03/23/2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Manager</th>
<th>Date of Birth</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Coiro</td>
<td></td>
<td>Sneaky Springs, CO 81601</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><a href="mailto:sneaky_spr@comcast.net">sneaky_spr@comcast.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>0908 HIGHWAY 133 CARBONDALE CO 81623</td>
<td>9709636050</td>
</tr>
</tbody>
</table>

Mailing Address
0908 HIGHWAY 133 CARBONDALE CO 81623

1. Do you have legal possession of the premises at the street address above? □ YES □ NO
   Is the premises owned or rented? □ Owned □ Rented* "If rented, expiration date of lease _______"

30. 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

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

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.

Type or Print Name of Applicant/Authorized Agent of Business
Stephanie Coiro

Title
Co-Owner

Signature

Date
03/23/2018

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

Date

Attest

BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Environmental Board Dandelion Day Budget 2018

SUBMITTING DEPARTMENT: Environmental Board

ATTACHMENTS: Dandelion Day Budget 2018

BACKGROUND

On March, 26th, 2018, the Environmental Board voted and approved the budget for Dandelion Day to be “up to $3,600”. This is to ensure a successful weekend of events. Friday night, Steve’s Guitars will be hosting a Farmers Night Out for local producers and community members to meet and mingle. Saturday, day of, entertainment is planned from the Parade at 10am till 5pm.

RECOMMENDATION

Environmental Board recommends to approve this budget. This is the biggest educational event the Environmental Board hosts for the community. Also, it strengthens the connections between local farmers and the community to grow and support our local food shed.

Prepared by: Natalie Rae Fuller
Dandelion Day Co-Organizer
### Estimated Budget 2018

<table>
<thead>
<tr>
<th>Expenses</th>
<th>What</th>
<th>Why</th>
<th>Costs 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Entertainment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve's Guitar &amp; Farmers Night Out</td>
<td></td>
<td></td>
<td>$400</td>
</tr>
<tr>
<td>African Drummer Entertainment/PA</td>
<td></td>
<td></td>
<td>$300</td>
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<tr>
<td>Musicians/Bands Entertainment/PA</td>
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<td></td>
<td>$350</td>
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<tr>
<td>Green team</td>
<td>Waste and recycling</td>
<td></td>
<td>$80</td>
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<tr>
<td>Bill Flanigan</td>
<td>Music/Sound</td>
<td></td>
<td>$900</td>
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<tr>
<td>Weebly</td>
<td>Web Site</td>
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<td>$40</td>
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<tr>
<td><strong>T-Shirts</strong></td>
<td>inkwellprints.com</td>
<td>T-shirts: Men-40 Women-30 Kids-30</td>
<td>$806</td>
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<td><strong>Marketing</strong></td>
<td>Sopris Sun</td>
<td>Advertising</td>
<td>$350</td>
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<td></td>
<td>Sopris Sun Thank You</td>
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<td>$115</td>
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<td></td>
<td>KDNK</td>
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<td>$300</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$3,641</strong></td>
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</table>
# Attachment G

**Town of Carbondale**

**Application for a Special Events Permit**

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

- **Social**
- **Athletic**
- **Fraternal**
- **Chartered Branch, Lodge or Chapter**
- **Patriotic**
- **Of a National Organization or Society**
- **Political**
- **Religious Institution**

**Type of Special Event Applicant is Applying For:**

- **Malt, Vinous and Spirituous Liquor $50 Per Day**
- **Fermented Malt Beverage (3.2 Beer) $10 Per Day**

<table>
<thead>
<tr>
<th>Liquor Permit Number</th>
<th>State Sales Tax Number (Required)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>00465629-0003</td>
</tr>
</tbody>
</table>

1. **Name of Applicant Organization or Political Candidate:**
   - Kon Kirk Community Access Radio

2. **Mailing Address of Organization or Political Party:**
   - 765 2nd St.
   - Carbondale, CO 81623

3. **Address of Special Event:**
   - Jopris Park
   - Main St & Ute Mt Blvd.
   - Carbondale, CO 81623

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Birth</th>
<th>Email Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andi Kroger, Pres.</td>
<td>3/17/76</td>
<td><a href="mailto:Andi@launderphotographer.com">Andi@launderphotographer.com</a></td>
<td>970-366-1582</td>
</tr>
<tr>
<td>Brian Hall</td>
<td>08/03/1981</td>
<td>Giving Konk. ORG</td>
<td>970-963-0134</td>
</tr>
</tbody>
</table>

4. **PRES/Secy of Org. or Political Candidate:**
   - Andi Kroger, Pres.

5. **Event Manager:**
   - Brian Hall

6. **Has Applicant Organization or Political Candidate Been Issued a Special Event Permit This Calendar Year?**
   - No

7. **Is Premises Now Licensed Under State Liquor or Beer Code?**
   - Yes

8. **Does the Applicant Have Possession or Written Permission for the Use of the Premises to Be Licensed?**
   - No

---

**List Below the Exact Dates(S) for Which Application is Being Made for Permit**

- **Date:** 05/12/2016

**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:**

**General Manager**

**Date:** 2/17/18

---

**Report and Approval of Local Licensing Authority**

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

**Therefore, This Application is Approved.**

**Signature:**

**Title:**

**Date:**

**Local Licensing Authority**

**Attest:**
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the Thunder River Theater for a special event on May 5th from 5:00—10:00 p.m. at the Orchard.

Date: March 23, 2018

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

Eric Smith / Applicant

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

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

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Thuder River Theatre Company

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

67 Promenade
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

The Orchard
110 Snowmass Dr
Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

Eric J. Smith, Bookmaker

5. EVENT MANAGER

Same

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

[ ] NO

[ ] YES HOW MANY DAYS?

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

[ ] NO

[ ] YES TO WHOM?

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

[ ] NO

[ ] YES HOW MANY DAYS?

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

Date

May 5, 2018

Date

Date

Date

Hours From

5 pm

Hours From

m

Hours From

m

To

10 pm

To

m

To

m

OATH OF APPLICANT

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

SIGNATURE

[Signature]

TITLE

Board Member

DATE

3/20/2018

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
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,

THUNDER RIVER THEATRE COMPANY

is a Nonprofit Corporation

formed or registered on 07/23/1997 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 19971116320.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/15/2018 that have been posted, and by documents delivered to this office electronically through 03/19/2018 @ 14:40:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/19/2018 @ 14:40:43 in accordance with applicable law. This certificate is assigned Confirmation Number 10787526.

***************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/Certif.ateSearchCriteria.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.”
## FACILITY RENTAL AGREEMENT

**January 29, 2018**

<table>
<thead>
<tr>
<th>Event:</th>
<th>TRTC Annual Fundraiser</th>
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<tbody>
<tr>
<td>Number of People:</td>
<td>200 - 250</td>
</tr>
<tr>
<td>Event Date:</td>
<td>Saturday, May 5, 2018</td>
</tr>
<tr>
<td>Event Start Time:</td>
<td>5 PM</td>
</tr>
<tr>
<td>Event End Time:</td>
<td>10 PM</td>
</tr>
<tr>
<td>Set-up Time:</td>
<td>Friday, May 4, 2018</td>
</tr>
<tr>
<td>Rooms:</td>
<td>Gathering Center, Auditorium, Kitchen</td>
</tr>
<tr>
<td>Event Fee:</td>
<td>$0</td>
</tr>
<tr>
<td>Staff:</td>
<td>1 Event Overseer</td>
</tr>
</tbody>
</table>

Client Name: Corey Simpson  
Address: 67 Promenade | Carbondale | CO | 81623  
Phone: 970-987-9865 cell | 970-963-8200  
Email: corey@thunderrivertheater.com

1. **Event Fee Payments & Building Use**

   A. At or before the time of execution of this contract, Renter shall pay to The Orchard the **full fee** for rental in the amount of $0. This payment secures the Gathering Center, Auditorium, Kitchen on Saturday, May 5, 2018 from 5-10 PM. Additionally, Renter shall provide at the same time a refundable security deposit in the amount of $2500.00 or credit card with an open balance of the required deposit amount. The security deposit is refundable net any unforeseen incidental costs incurred by the Orchard during the rental period.

   RENTER MUST PROVIDE AN EVENT COORDINATOR FOR THE EVENT. THE ORCHARD WILL ONLY BE PROVIDING FACILITIES FOR THE EVENT. ALL OTHER REQUIREMENTS TO SET-UP, CONDUCT AND CLEAN-UP/RESTORE, CATER, SERVE BEVERAGES, ET AL WILL BE THE FULL RESPONSIBILITY OF THE RENTER.

B. The Gathering Center is a ministry of The Orchard. The Orchard can, at its discretion, deny anyone use of the facilities without explanation or reason. For events with outside vendor booths, Notice of participating Vendors must be received by The Orchard 30 days prior to the planned event. The Orchard reserves the right to refuse a vendor booth space for any reason including if their service or product can be interpreted as being contrary to our Core Beliefs. This includes but is not limited to: “adult” or pornographic products, “spiritual readings” i.e.: fortune tellers, psychics, tarot card, etc. This determination is at the sole discretion of the Lead Pastor and/or Elder Board.

C. Renter and its guests will occupy the premises for the purposes stated and will only occupy the space(s) leased as detailed in the attached Event Order identified. Renter will be provided with a specific time for set-up for its event. No set-up will be allowed outside of the time provided. Renter will respect the rights of others to use other portions of The Orchard’s facility during normal hours of
operation, and will not permit any noise, nuisance or parked vehicles that might have a tendency to annoy, disturb or hinder any persons occupying other portions of the building.

D. Rental of The Orchard facilities does not include any services outside of rental of the facilities. The Orchard will provide a contact person to have the facilities open and ready, observe the event and assure that clean-up and closure take place per this agreement. Any items on this contract that The Orchard has to complete beyond the rental will be deducted from the security deposit. Should these items exceed the security deposit amount the Renter will be billed for the difference that will be due within 14 days of billing date.

E. The Orchard décor will change regularly and may be different than what you saw at the time of signing this contract. Artwork is not to be removed. Nothing is to be placed on the walls, ceilings or windows without prior written consent. Absolutely NO GLITTER OR CONFETTI of any kind. Absolutely no nails, staples or holes are allowed. Only blue painter's tape is to be used to hang items on the walls. Any & all decoration must be approved and is limited to the rented space only.

F. All Decorations must be taken down and removed from The Orchard immediately per this contract following the Event. Decorations that must be removed by The Orchard staff or outside party will be charged against the security deposit based on actual costs.

G. Storage will not be provided for decorations, food, or other supplies prior to the Event unless arrangements have been made ahead of time.

H. No religious objects of The Orchard may be covered or removed. An exception is drawing the stage curtain before the altar. Sound equipment cannot be used without The Orchard's approval and only with approved technicians. Any damage to The Orchard's sound and visual equipment will be the sole responsibility of the Renter. Any moved furniture must be replaced in its pre-event position at the conclusion of the Event. Piano and Drums are not to be used.

I. The Orchard is a NONSMOKING facility. In accordance with Colorado law smoking is not allowed within 15 feet of any entrance or in any area where food is being served and/or consumed.

J. Renter is responsible for the conduct of guests and all damages incurred to The Orchard's facilities.

K. The Orchard assumes no responsibility for the damage or loss of articles left on The Orchard's premises prior to, during or following the Event.

M. The Orchard reserves the right to change the location(s) and/or room(s) of the event.

N. The Renter agrees to be responsible for the conduct of its guests. Renter agrees that at the request of The Orchard, it will remove from its premises any guest The Orchard and the Renter considers at their discretion exhibiting inappropriate conduct. In the event any state law or local ordinances are being violated, The Orchard will immediately terminate the Event at Renter's expense.

O. Loading and Unloading of Supplies – Vehicles are not to be driven onto Orchard sidewalks or property. Event items must be carried or rolled on non-motorized carriers into The Orchard facilities. A minimum damage assessment of $500 above the security deposit will be charged for tire tracks left on Orchard property.

P. Sound Volume – For the safety and comfort of guests, performers, staff and volunteers, The Orchard reserves the right to control the volume of its events. Music is not to be played above a decibel of 100. Orchard staff will monitor this level and will ask a band/DJ to adjust their sound accordingly. Refusal to comply will result in an immediate termination of the event.
2. Event Exceeding Specified Time

If the duration of the Event exceeds the Event Duration specified above, Renter will pay The Orchard an additional fee of $1000 per each hour the actual duration of the Event exceeds the specified Event Duration (any minute into an hour will cause the entire hour to be charged).

**All Orchard Events must end at 10 PM. There are no exceptions to this.**

3. Cancellation Fees

If the Event is cancelled, the following cancellation fees payable on the date of cancellation apply:

- Event cancelled 60 days or less before the Event Date: 50% of the Event Fee

4. Method of Payment

Payment may be made by cash, check, cashier's check, Visa, or MasterCard (in the case of credit cards. The Orchard will add onto the rental charge any incurred credit card charges).

If Renter is a Tax-exempt Organization, a photocopy of the tax-exempt certificate must be on file in the before Renter will be set-up as tax-exempt. Any organization found using a false tax-exempt number will be charged back taxes in the total amount due.

——— Client Initials
5. Advertising

A. When advertising the event venue, please refer to us as The Orchard, The Gathering Center or The Gathering Center at The Orchard. Any questions relating to such use should be directed to The Orchard.

_______ Client Initials

6. Alcohol

A. The Orchard does not provide, or sell alcoholic beverages.
B. Alcohol served at the Event is limited to beer and wine only unless special consideration approved by the Lead Pastor. Should approval be gained for such a special allowance the Renter agrees to provide additional security and control of any attendees abusing this beverage allowance.
C. Any beverage which contains alcohol must always be clearly labeled and/or in its original container.
D. Alcoholic beverages must be served by certified bartender(s). No self-serve is permitted. A copy of the bartender's certification must be on file with The Orchard 1 week prior to the Event.
E. The certified bartender(s) must be willing to refuse service when they determine a person appears to be intoxicated. The Orchard's staff and elders will support the decision if an issue arises from the decisions to refuse alcohol to a person. The bar will be attended the entire time alcohol is being served.
F. Alcohol will not be sold by The Orchard at functions held at The Orchard. Alcohol cannot be sold by Renter at the Event unless Renter has first obtained a Special Event Permit from the Town of Carbondale.
G. Food must be served at the Event if alcohol is being served.
H. Under no circumstances will alcohol be served to or consumed by any person under the age of 21 even when accompanied by their parents. If any person under the age of 21 is found consuming alcoholic beverages, The Orchard reserves the right to terminate the Event at the Renter's expense.
I. Drinking alcohol will never be a social requirement. Whenever alcohol is served in any form, non-alcoholic alternatives must also be offered. Non-alcoholic beverages must be served with the same attractiveness and accessibility as those containing alcohol, so that those who choose not to drink alcoholic beverages need not feel any embarrassment, discomfort or inconvenience in exercising their preference.
J. All applicable Federal, State and Local laws and ordinances governing the use/distribution/sale of alcohol must be adhered to when serving alcoholic beverages including the requirement to obtain a Special Event Permit from the Town of Carbondale if alcohol will be sold at the Event.
K. Groups not affiliated with The Orchard shall have security on-site as deemed necessary by The Orchard.
L. During Events requiring a Special Event Permit from the Town of Carbondale, alcohol will be consumed only in areas specifically identified in the License. However, under no circumstances will alcohol be permitted in the parking lot.
M. Renter agrees to be responsible for the consumption of alcoholic beverages and other legal and illegal substances by all guests.
N. All licenses and permits required must be posted in a conspicuous place in the licensed area for the general public to observe. The licenses and permits required include, but are not limited to the following:
   a. Special Event Permit – State
   b. Special Event Permit – City
c. Minor Warning Sign – The Orchard has these signs on file and will provide to Renter for the Event upon request

d. State Sales Tax License – Even though these permits are issued to non-profit organizations, the retail sale of alcohol beverages to consumers is still subject to state and local sales taxes. Special Event Permit applicants should contact the Department of Revenue at (303) 238-7378 to determine the correct method or remitting the sales tax.

e. Other local licenses as required – Check with the local authority, Town of Carbondale

Q. Per the guidelines stipulated in the Special Event Permit Guide from the Colorado Department of Revenue Liquor Enforcement Division, donated beverages cannot be resold. Alcohol beverages received from other non-licensed or private sources may not be sold, served or consumed at Events requiring a Special Events Permit.

_______ Client Initials

7. Additional Terms & Conditions

A. At the start of the Event will include a taped message from The Orchard leadership welcoming attendees, encouraging them to visit The Orchard and encouraging them to have a great time at their Event. For events where there is not a formal program, the event agrees to allow The Orchard to have marketing table tents on their tables.

B. Should the kitchen be utilized for an event, it must be restored to its pre-event condition. Anything short of this will be restored by The Orchard and costs will be deducted from the security deposit.

C. Use of the fire pits requires adult supervision and special approval from The Orchard.

D. Youth groups must be supervised by adult sponsors in the following ratios: children 13 and younger require 1 adult per 10 children. Teens aged 14 and older require 1 adult per 15 teens.

E. Children 8 years old and younger MUST have constant supervision while their parents or guardians are using the facility.

O. During the time of the Event, the Renter and its guests shall obey all laws of the State of Colorado and ordinances of the Town of Carbondale.

P. Renter authorizes The Orchard to charge the credit card identified below for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of $ 2500.00 cash deposit is required at time of facilities booking.

Q. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither The Gathering Center/The Orchard nor the undersigned shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of The Gathering Center/The Orchard or Client and which by the exercise of due diligence of The Gathering Center/The Orchard or Client is unable, wholly or in part, to prevent or overcome. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter.

R. Renter agrees to indemnify The Orchard and save The Orchard harmless from any and all damages or losses The Orchard may suffer, including attorney’s fees, as a result of claims, demands, costs, or judgments against it arising out of the use of The Orchard facility by
the renter. Renter agrees to provide The Orchard with a certificate of insurance prior to
the Event.

S. ANY MODIFICATIONS TO THIS AGREEMENT MUST BE APPROVED IN WRITING BY
THE LEAD PASTOR OF THE ORCHARD.

_______ Client Initials

The Renter and The Orchard through their authorized signatures below
agree to the terms and condition of this Facility Rental Agreement (ALL 6
PAGES) including all attachments thereto.

Renter: __________________________  The Orchard
By: _____________________________  /s/Charley Hill
Title: ___________________________  Lead Pastor – The Orchard
Date: ____________________________  January 29, 2018

Date: 3/20/2018

Authorized Signature of Renter

By my signature below, I authorize The Orchard to charge my credit card for any fees set
forth in this Agreement that have not been paid by Renter by the respective due dates.

Name as it appears on Credit Card _____________________________

Visa or MasterCard # _____________________________

Billing Address _____________________________

Expiration Date _____________________________ CVC

City, State, Zip _____________________________

Authorized Signature _____________________________

Today's Date _____________________________
Board of Trustees Agenda Memorandum

Item No: 8
Attachment: I
Meeting Date: April 10, 2018

TITLE: Update to Crystal River Restoration Plan

SUBMITTING DEPARTMENT: UTILITIES

ATTACHMENTS: Illustration of project reach

BACKGROUND: The condition of Crystal River has been a much discussed subject for many years. The most obvious concern to the community at large is the lack of water in certain reaches of the river which occurs in late summer through fall below the series of irrigation diversions below Perham Creek. To date the gauging stations have been installed to measure flow in the river at the County Rd 118 bridge for minimum stream flow monitoring and recently at the Thomas bridge and the Nettle Creek bridge and Crystal Bridge Drive (pending).

The Town has been engaged with the community and stakeholders on the Crystal River for many years. Recurring themes of the meetings and discussion has been to bring forth efficiencies with the ditch diversions, irrigation practices, and to establish/improve riparian vegetation along the banks. The Town has participated in measures to manage its diversions and improve measurement, and replace old flumes. Field measures have been incorporated to determine discreet flows with in the ditch systems, and manage the return flows back into the river system. The Town Watershed Protection and Water Efficiency Plans (2015) were developed in concert with Regional Plans for the Roaring Fork River Basin. The Crystal River Restoration and Weaver Ditch Efficiency project is a supporting project to those plans.

In addition to the low flows that are clearly apparent, there have been studies and surveys along the river corridor to inventory the health and vitality of the riparian areas, bank stability, and
channel condition within the corridor. The results of these studies are included in the 2016 Crystal River Management Plan (Lotic 2016) final report.

A collaborative effort is under way to redevelop and restore a section of the river which is within the jurisdiction of the Town. The Crystal River Restoration and Weaver Head Gate project has been formulated with the Town of Carbondale, Aspen Valley Land and Trust, Roaring Fork Conservancy, American Rivers, Colorado Parks and Wildlife, and Public Counsel of the Rockies. The project area is within the Town's jurisdiction between the Fish Hatchery and Crystal Bridge Drive. This reach of the lower Crystal is described as "the most degraded overall functional condition" (Section 5.4, CRMP). This project is hopefully the first of several involving the river channel with ditch diversion and head gate efficiency improvement aimed at restoring functional conditions for the Crystal River.

**DISCUSSION:** In 2017 a request for proposals for this work identified the following goals to include in submittals:

1) **Restore** the ecological integrity of the riparian zone through streambank stabilization, reconnection of the floodplain, and replace invasive weed communities and plant monocultures with healthy and diverse riparian plant regimes, while preserving existing bird and wildlife habitat.

2) **Develop** a long term, self-sustaining solution to improve river channel stability, fish habitat and spawning areas by promoting conditions that support and enhance instream biotic structure and diversity.

3) **Create** a self-sustaining diversion and head gate structure for the Weaver Ditch to function as part of the river system while improving the water delivery for the Town of Carbondale and consistent with future ditch improvements and efficiencies

4) **Enhance** passive user experiences of Riverfront Park through interpretive signs, trails, gathering spaces, and educational programs.

The proposal from River Restoration was selected as the firm for the design and implementation of the project. They represent local expertise with the project and have strong familiarity with the community and the Crystal River. They represent a multidiscipline team approach including River Restoration, Lotic Hydrologic, LLC, DHM Design firms.

The goal to implement riparian and river restoration priorities was identified by stakeholders (Town of Carbondale, American Rivers, Aspen Valley Land Trust, Colorado Parks and Wildlife, River Valley Ranch, Roaring Fork Conservancy) through the Crystal River Management Plan (CRMP). The river, riparian and head gate improvements will be planned using data collected for the CRMP, as well as site specific assessments and hydraulic analysis, and community input through focused stakeholder engagement.

The project represents a significant degree of ongoing collaboration among stakeholders on the Crystal River and advances the implementation of the Crystal River Stream Management Plan. This project is intended to serve the community both as a model for future Crystal River restoration and irrigation system improvement projects.

The Crystal River Management Plan identified riparian vegetation, debris supply, physical structure, and biotic structure all to be "severely impaired" in this reach. Our engagement plan will follow a similar format to the CRMP, using a prescriptive rather than descriptive process in engage the public and utilize the best science available to find a functional ecological solution grounded in community values and desires.
Roaring Fork Conservancy and Public Counsel of the Rockies were intimately involved in the Crystal River Management Plan and ongoing implementation efforts. American Rivers and the Town participated as stakeholders in the Plan and are partnering to implement improvements in efficiency of diversions and raw water delivery pursuant to the Plan. Aspen Valley Land Trust is invested in conserving open space and passive recreation in River Valley Ranch, in partnership with Roaring Fork Conservancy whose mission includes connecting school children and the public with local rivers and river health.

We anticipate that community support and engagement around the project will be significant, and will help build even broader support for future restoration on the Crystal River. The scope of work identified for this planning stage includes riparian restoration, in-river habitat improvements, in-river modifications to the Weaver Ditch head gate and provision of passive educational and recreational opportunities. This project will incorporate educational elements to exhibit the importance of riparian ecosystems and riverine environments. We anticipate this to be a focal point for field trips to display the relationships of urban development and the effects within the watershed. The location of this project is well suited for this experience with the nearby schools and easy pedestrian access by foot and bicycle transportation.

FISCAL ANALYSIS

The 2018 adopted budget includes $20,000 for matching funds for grants that have been applied for, the total secured funding is $150,000. Funding sources for this work include the following:

- Town of Carbondale $20,000
- CWCB Watershed Restoration Grant $100,000
- Colorado Water Conservation Board, WSRF Colorado Basin $20,700
- Environment Foundation Funding (Aspen Ski Co.) $9,300

Additional funding through grants will be explored if the project is deemed feasible and the project proceeds to full design and construction phase.

The Town of Carbondale will be the designated contract holder for the CWCB Watershed Restoration Grant and the Colorado Water Conservation Board, WSRF Colorado Basin Grant. These contracts will be brought to the Board of trustees for approval once the contracts are routed.

RECOMMENDATION

N/A

Prepared By: Mark O'Meara, Utility Director

___________________
Town Manager
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623
Board Agenda Memorandum

Meeting Date: 4-10-18

TITLE: Amendments to the UDC - Childcare

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Board Minutes 3-20-18

BACKGROUND

On March 21, 2018, a work session was held between the Board of Trustees and the Planning Commission. One of the topics of the meeting was amending the Unified Development Code (UDC) as it relates to childcare. Specifically, the following was discussed:

1. Allowing childcare uses in the Industrial (I) and Commercial/Retail/Wholesale (CRW) zone district as Special Review Uses.

2. Required off-street parking for childcare uses.

3. Use-specific standards in UDC 4.3 to address childcare uses in the Industrial zone district and the CRW zone district.

Section 2.4.2.B.2 of the UDC allows the Board to initiate an amendment to the UDC. If the Board elects to initiate a zone text amendment as it relates to childcare uses, a public hearing would be scheduled before the Planning Commission. The Commission would then make a recommendation to the Board of Trustees for its consideration.

RECOMMENDATION

Staff recommends approval of the following motion: Move to initiate a zone text amendment to the UDC as it relates to childcare, including but not limited to, the land use table, use-specific standards, off-street parking, etc.

Prepared By: Janet Buck, Planning Director

JH
Town Manager
• Cultural Heritage Tourism is about more than tourism; it's a collective and regional insight directed toward the goal of discovering how to preserve a sense of past and place while balancing change and promoting sustainability in communities and in the landscape.
• The provide cooperative marketing and branding
• The provide community gateway signs which they place at significant sights (they are in the process of creating signs for Carbondale)
• They partner with museums, chambers, municipal and county governments, etc.

Their fourth annual summit will be held in Rangely in April. The will be focusing on scenic byways.

**JOINT MEETING WITH THE PLANNING & ZONING COMMISSION**

The Trustees held a joint meeting with the Planning & Zoning (P&Z) Commission and the following topics were discussed:

The Trustees asked if construction costs are hindering projects moving forward. Jay answered that the Stein project is the only construction project that isn't moving aggressively forward.

Trustee Henry asked if we need to address a recent Op Ed in the Sopris Sun that stated that there is a perception that it is extremely expensive to develop in Carbondale. Both the BOT and P&Z do not agree with the perception – there is level of construction quality that we expect.

**PUD’S**

Janet stated that PUD’s are a nightmare to administer. The Uniform Development Code attempts to avoid creating future PUD’s. The Board asked if we should reach out to HOA’s and ask them if they would voluntarily extinguish their PUD’s. It was noted that attorney Mark Hamilton previously cautioned the Board that this is a very complex issue. Should we amend PUD’s that fit in underlying zoning and make them use underlying zoning. The Board would like the website to provide an informative page on PUD’s and possibly have a pop-up GIS map.

**UDC AMENDMENTS**

Trustee Bohmfalk asked if we want to address bandit units.

The Board suggested that amendments to the UDC should include:

• Light temperature thresholds
• Encourage window treatment to reduce lighting and provide insulation of Windows
CHILDCARE

Angela Lowrey, representing Little Blue Daycare, was present at the meeting.

Previously the Board had a discussion on how they can help daycares in Carbondale. The BOT suggested that they could possibly help through zoning and planning.

It’s hard to find space for daycares (for more than seven children) in Carbondale due to the onerous state requirements.

At a previous meeting P&Z contemplated allowing daycares in the Industrial Zone and they agreed that it is not a good idea. It was suggested that it could possibly be handled though the site specific process. It was noted that the UDC is significantly more restrictive for daycares.

The majority of the Trustees agreed that daycares should be allowed in the Industrial Zone District through the Special Use Permit process.

It was agreed that the P&Z will consider and recommend where daycares should be encouraged.

Trustee Merriott stated that he has so much respect for the P&Z and he encouraged them to run for Trustee at the next election.

ADJOURNMENT

The March 20, 2018, work session adjourned at 9:15 p.m. The next regular scheduled meeting will be held on March 27, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

____________________________
Dan Richardson, Mayor

ATTEST:

____________________________
Cathy Derby, Town Clerk
BOARD OF TRUSTEES MEMORANDUM

Meeting Date: April 10, 2018
Item: ________________

TITLE: Vaping & Electronic Smoking Devices

SUBMITTING DEPARTMENT: Administration

ATTACHMENTS: Memo from Holland & Hart; RE-1 Schools Vaping PowerPoint Presentation; Sample Ordinances

BACKGROUND
Recently, our local RE-1 schools hosted a student and family community presentation, which provided education about the dangers of vaping.

Vaping has been a State-wide discussion. Now more than 10 Colorado municipalities have prohibited vaping or the use of electronic smoking devices (aka vape pens) in the same localities that cigarette smoking is prohibited.

DISCUSSION

Vape Pen or Electronic Smoking Device Purchase Age
To purchase a vape pen in Colorado you have to be 18, and they can be purchased at most any tobacco store. However, to enter a retail or medical marijuana store and purchase a vape pen you must be at least 21. Anyone can purchase a vape pen online by entering an 18 or older birthdate. Someone without access to a debit or credit card, can simply purchase a cash gift card at the store to place an online vape pen order.

States connect the purchase of vape pens, electronic smoking devices, and vaping accessories with the purchase age for tobacco. Some local governments do restrict further by age.

Sample Ordinances
Attached are sample ordinances from Lakewood, Golden, and Arvada. Most municipalities have incorporated vaping and the use of electronic smoking devices into their definitions of smoking. Prohibiting the act of vaping or use of electronic smoking devices everywhere smoking is prohibited. Golden also restricted vaping in public parks and recreation facilities. Arvada, prohibited use with the exception of smoking/vaping on stage during a theatrical production for character and story line purposes.
Questions for the Trustees:
1. Where does Carbondale stand on Vaping and the use of Electronic Smoking Devices?
2. Does the Town want to prohibit vaping in the same places smoking is prohibited?
3. Does the Town want to raise the purchase age of cigarettes and electronic smoking devices to 21 and older?

RECOMMENDATIONS
1. Provide input to Town Staff.

Prepared by: P. Angie Sprang

______________________________
Town Manager
MEMO

To: Jay Harrington, Town Manager
From: Mark Hamilton, Town Attorney
Re: Possible Regulatory Options Regarding Electronic Smoking Devices (Vaping)
Date: April 5, 2018

With the proliferation of electronic smoking devices (including vaping) in recent years, Colorado municipalities appear to have adopted a variety of regulatory approaches, including the following:

1. Additional smoking restrictions.

Many municipal codes now contain definitions of electronic smoking devices coupled with provisions prohibiting their use in indoor and outdoor areas open to the public, including restaurants and places of employment. The attached Article 14 from the Greenwood Village Municipal Code (entitled "Smoking in Public Places") is a good example. Essentially, cigarettes and electronic smoking devices are regulated together, both under "smoking" restrictions that apply to all electronic smoking devices, not just ones that contain tobacco products or other nicotine sources. Private homes and vehicles are exempted from the regulations. A fine is included for minors in possession of either tobacco products or electronic smoking devices.

2. Increase in age for purchase of tobacco products from 18 to 21.

Aspen, Basalt, and some other Colorado municipalities have pursued an increase in the minimum age for the purchase of tobacco products from 18 to 21. A copy of Aspen’s recent ordinance (Ordinance No. 17-2017) is attached.

3. Local licensing for tobacco sales.
The attached Aspen ordinance also implemented a local licensing requirement for tobacco sales. While that is an additional option, and it would allow for stronger local enforcement, this approach also would carry with it the consequence of the Town needing to forego its share of Tobacco Settlement proceeds (in 1998, most states signed a master settlement agreement with the major tobacco companies that provides for ongoing payments to the states, portions of which are passed down to local jurisdictions; but the Colorado statute implementing this provision (CRS 39-22-623) prohibits local jurisdictions from imposing their own fees, taxes or licensing requirements). A further issue to consider is whether, absent local licensing, an increase in the age limit would have the intended effect (because the Town would have fewer tools with which to deal with non-compliant vendors).

MEH/

enclosures
ARTICLE 14 - Smoking in Public Places

Sec. 9-14-10. - Intent.

It is the intent of this Article to protect the public health, safety and welfare by prohibiting smoking and the use of e-cigarettes and personal vaporizers in most indoor and outdoor areas open to the public, public meetings, food service establishments and places of employment within the City.

(Prior code 8.28.010; Ord. 32 §1, 2011; Ord. 01 §1., 2016)

Sec. 9-14-20. - Definitions.

For purposes of this Article, the following terms shall have the following meanings:

Auditorium means the part of a public building where an audience gathers to attend a performance, and includes any corridors, hallways or lobbies adjacent thereto.

Bar means any indoor area that is operated and licensed under Title 12, Article 47, C.R.S., primarily for the sale and service of alcohol beverages for on-premises consumption and where the service of food is secondary to the consumption of such beverages.

Cigar-tobacco bar means a bar that, in the calendar year ending December 31, 2005, generated at least five percent (5%) or more of its total annual gross income or fifty thousand dollars ($50,000.00) in annual sales from the on-site sale of tobacco products and the rental of on-site humidors, not including any sales from vending machines.

Electronic smoking device means any electronic oral device such as one (1) composed of a heating element, battery, and/or electronic circuit which provides a vapor of nicotine, vapor of a solution including nicotine, or aerosol of a solution including nicotine, or any other substance, including marijuana, for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pen, an electronic pipe, electronic hookah, vape pen, vape mod or any other product name or descriptor for such devices. The term "electronic smoking device" does not include any device specifically approved by the United States Food and Drug Administration for any medical purpose, when such a device is being marketed and sold solely for such approved purpose.

Employee means any person who performs any type of work for benefit of another in consideration of direct or indirect wages or profit or provides uncompensated work or services to a business or nonprofit entity, and includes every person described in this definition, regardless of whether such person is referred to as an employee, contractor, independent contractor, volunteer or by any other designation or title.
Employer means any person, partnership, association, corporation or nonprofit entity that employs one (1) or more persons, and includes without limitation the legislative, executive and judicial branches of state government; any county, City and county, City, town or instrumentality thereof or any other political subdivision of the State, special district, authority, commission or agency; or any other separate corporate instrumentality or unit of state or local government.

Entryway means the outside of the front or main doorway leading into a building or facility that is not exempted under Section 9-14-40, including the area of public or private property within a fifteen-foot radius outside of the doorway.

Environmental smoke or secondhand smoke means the complex mixture formed from the escaping smoke of a burning tobacco or marijuana product, also known as side stream smoke, and smoke exhaled by the smoker and includes ultrafine particles and potentially carcinogenic hydrocarbons released into the air from electronic smoking devices.

Food service establishment means any indoor area or portion thereof in which the principal business is the sale of food for on-premises consumption, including without limitation restaurants, cafeterias, coffee shops, diners, sandwich shops and short-order cafes.

Indoor area means any enclosed area or portion thereof, provided that the opening of windows or doors, or the temporary removal of wall panels, does not convert an indoor area into an outdoor area.

Local authority means the City or any instrumentality thereof.

Place of employment means any indoor area or portion thereof under the control of an employer in which employees of the employer perform services for, or on behalf of, the employer.

Proprietor means the owner, operator or person in charge of any place regulated by this Article.

Public building means any building owned or operated by the State, the City or any instrumentality thereof or any other separate corporate instrumentality or unit of state or local government.

Public meeting means any meeting open to the public, pursuant to Section 24-6-401, et seq., C.R.S., or any other law of this State.

Smoke-free work area means an indoor area in a place of employment where smoking is prohibited.

Smoking means the burning of a lighted cigarette, cigar, pipe or any other matter or substance that contains tobacco, nicotine or marijuana and includes the use of electronic smoking devices or electronic nicotine delivery systems.

Tobacco means cigarettes, cigars, cheroots, stogies and periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff and snuff flour; Cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings and sweepings of tobacco; other kinds and
forms of tobacco, prepared in such manner as to be suitable for chewing or for smoking in a cigarette, pipe or otherwise, or both for chewing and smoking; and cloves and any other plant matter or product that is packaged for smoking.

Tobacco business means a sole proprietorship, corporation, partnership or other enterprise engaged primarily in the sale, manufacture or promotion of tobacco, tobacco products or tobacco smoking devices or accessories, either at wholesale or retail, and in which the sale, manufacture or promotion of other products is merely incidental.

Work area means an area in a place of employment where one (1) or more employees are routinely assigned and perform services for or on behalf of their employer.

(Prior code 8.28.020; Ord. 32 §1, 2011; Ord. 01 § 2, 2016)

Sec. 9-14-30. - General smoking restrictions.

(a) Except as provided in Section 9-14-40, to reduce the levels of exposure to environmental tobacco smoke, smoking shall not be permitted, and no person shall smoke in any indoor or outdoor area, including but not limited to:

(1) Public meeting places.
(2) Elevators.
(3) Government-owned or -operated means of mass transportation, including but not limited to buses, vans and trains.
(4) Taxicabs and limousines, and vehicles when used for public transportation of children or adults for day care or health care.
(5) Grocery stores.
(6) Gymnasiums.
(7) Jury waiting and deliberation rooms.
(8) Courtrooms.
(9) Child day care facilities.
(10) Health care facilities, including hospitals, health care clinics, doctor's offices and other health care-related facilities.
(11) Any place of employment that is not exempted, provided that in the case of employers who own facilities otherwise exempted, each such employer shall provide a smoke-free work area for each employee requesting not to have to breathe environmental tobacco smoke, and every employee shall have a right to work in an area free of environmental tobacco smoke.
(12) Food service establishments.
(13) Bars.

(14) Indoor sports arenas.
(15) Restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-unit residential facilities.
(16) Restrooms, lobbies, hallways and other common areas in hotels and motels and in at least seventy-five percent (75%) of the sleeping quarters within a hotel or motel that are rented to guests.
(17) Bowling alleys.
(18) Billiard or pool halls.
(19) Facilities in which games of chance are conducted.
(20) The common areas of retirement facilities, publicly owned housing facilities and nursing homes, not including any resident's private residential quarters.
(21) Public buildings, public outdoor plazas, public transit waiting areas, public parks and public trails.
(22) Auditoria, including outdoor entertainment venues and amphitheaters.
(23) Theaters.
(24) Museums.
(26) To the extent not otherwise provided in Section 25-14-103.5, C.R.S., public and nonpublic schools.
(27) Other educational and vocational institutions.
(28) Within fifteen (15) feet of the entryways of all buildings and facilities listed in Subsections (1) through (27) hereof.

(b) A cigar-tobacco bar shall not expand its size or change its location from the size and location in which it existed as of the effective date of the ordinance codified herein. A cigar-tobacco bar shall display signage in at least one (1) conspicuous place and at least four (4) inches by six (6) inches in size stating:

SMOKING AND VAPING ALLOWED.
CHILDREN UNDER EIGHTEEN (18) YEARS OF AGE MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN.

(Prior code 8.28.030; Ord. 32 §1, 2011; Ord. 01 §3 , 2016)

Sec. 9-14-40. - Exemptions.

The following shall be exempt from Section 9-14-30:

(1) Private homes, private residences and private automobiles, except that this exception shall not apply if any such home, residence or vehicle is being used for child care or day
care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation.

(2) Limousines under private hire.

(3) A hotel or motel room, if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed twenty-five percent (25%).

(4) Any retail tobacco business.

(5) A cigar-tobacco bar.

(6) The outdoor area of any business unless otherwise prohibited.

(7) A place of employment that is not open to the public and is under the control of an employer that employs three (3) or fewer employees.

(8) A private, nonresidential building on a farm or ranch, as defined in Section 39-1-102, C.R.S., that has an annual gross income of less than five hundred thousand dollars ($500,000.00).

(Prior code § 28.040; Ord. 32 § 1, 2011; Ord. 01 § 4, 2016)

Sec. 9-14-50. - Signage.

(a) The owner or manager of any place not specifically listed in Section 9-14-30, including a place otherwise exempted under Section 9-14-40, may post signs prohibiting smoking or providing smoking and nonsmoking areas. Such posting shall have the effect of including such place, or the designated nonsmoking portion thereof, in the places where smoking is prohibited or restricted pursuant to Section 9-14-30.

(b) If the owner or manager of a place not specifically listed in Section 9-14-30, including a place otherwise exempted under Section 9-14-40, is an employer and receives a request from an employee to create a smoke-free work area as contemplated by Section 9-14-30, the owner or manager shall post a sign or signs in the smoke-free work area as provided in Subsection (a) hereof.

(Prior code § 28.050; Ord. 32 § 1, 2011)

Sec. 9-14-60. - Complaints.

Any person may register a complaint with the Police Department regarding smoking in areas in which smoking is prohibited under this Article.

(Prior code § 28.060; Ord. 32 § 1, 2011)

Sec. 9-14-70. - Possession of tobacco products and electronic smoking devices.

(a) It is unlawful for any minor to possess any tobacco product or electronic smoking device at

any place, public or private, within the City.

(b) Any minor convicted of having violated this Section shall be punished by a fine of not less than one hundred dollars ($100.00) nor more than two hundred dollars ($200.00) for each separate offense.

(Ord. 01 § 5, 2016)

Editor's note—Ord. 01, § 5, adopted in 2016, amended § 9-14-70 in its entirety to read as herein set out. Former § 9-14-70 pertained to possession of tobacco products, and derived from prior code 8.28.070 and Ord. 32 § 1, adopted in 2011.

Sec. 9-14-80. - Unlawful acts; penalty.

(a) It is unlawful for any person to violate any provision of this Article.

(b) Other than as provided in Section 9-14-70, violations of this Article shall be punished by a fine of not more than four hundred ninety-nine dollars ($499.00). In determining the sentence to be imposed, the Municipal Judge shall consider the frequency and duration of the violation, the size of the establishment, whether the violation was knowingly made and any other relevant factor. Each day of continuing violation shall be deemed a separate offense.

(Prior code 8.28.080; Ord. 32 § 1, 2011)
ORDINANCE NO. 17
(Series 2017)


WHEREAS, Smoking rates in the U.S. have declined substantially since the Surgeon General’s 1964 report, from 42 percent to now about 18 percent; however, it remains one of the biggest public health problems in the United States as almost 500,000 Americans still die prematurely each year from diseases related to cigarette smoking. This makes up 85% of deaths from lung cancer. In Colorado, like most other states, it is the number one cause of preventable death, and accounts for 5,100 deaths a year; and

WHEREAS, 90% of adult smokers started smoking before the age of 18 and each day more than 3,000 adolescents in the U.S. try their first cigarette; and

WHEREAS, Since 2014, after decades of effective anti-smoking campaigns and decreasing smoking rates in the U.S., there has been a surprising upturn in youth tobacco use; and

WHEREAS, over 225 U.S. localities and the states of California and Hawaii have enacted into law regulations prohibiting the sale of tobacco products to individuals under the age of 21 and research has shown such regulations are effective in decreasing high school tobacco use by up to 50%; and

WHEREAS, Research has shown that teens purchase cigarettes from their peers and that 90% of the “social sources” (friends and family) of tobacco for the 12-18 year olds are 18-21 year olds. It has also been shown that youth typically do not make the effort to travel to neighboring localities if the age has increased to 21 in their city; and

WHEREAS, the City Council finds that this ordinance furthers and is necessary for the promotion of the public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASPEN, COLORADO:

Section 1.

That Title 13 – Health and Quality of Environment - of the Municipal Code of the City of Aspen, Colorado, is hereby amended by the addition of a new chapter 13.25 – Licensing of Tobacco Retailers, which chapter shall read as follows:
Chapter 13.25

LICENSING OF TOBACCO RETAILERS

13.25.010 Incorporation of general licensing provisions.

The provisions of Chapter 14.04 City of Aspen Municipal Code (Licenses and Permits Generally) and Section 1.04.110 (Double Fee for Failure to Obtain Required Licenses), shall apply to this Chapter except where they are specifically modified by the provisions of this Chapter.

13.25.020 Definitions.

The following definitions shall apply throughout this Chapter:

(a) *Cigarette* means any product that contains tobacco or nicotine, that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

(1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;

(2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or

(3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1)(a) above.

(4) the term includes all “roll-your-own,” i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by consumers as tobacco for making cigarettes.

(b) *Department* means the City of Aspen Environmental Health Department, and any agency or person designated by the City Manager to enforce or administer the provisions of this Chapter.

(c) *Electronic Smoking Device* means an electronic device that, when activated, emits a vapor, aerosol, fume or smoke that may be inhaled or absorbed by the user, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah and similar devices. Electronic smoking device includes any component, part, or accessory of
such a device, whether or not sold separately, and includes any substance, with or without nicotine, intended to be aerosolized, vaporized or produces a fume or smoke during the use of the device intended for human consumption.

(d) Licensee means the owner or holder of a Tobacco Product Retailer License.

(e) License refers to the Tobacco Product Retailer license.

(f) Licensing Administrator means the person(s) within the City government designated with responsibilities by the City Manager for license issuance, renewal and collection of fees.

(g) Minimum Legal Sales Age means twenty-one (21) years of age or older.

(h) Mobile Vending means any sales other than at a fixed location.

(i) Tobacco Product means 1) any product which contains, is made or derived from tobacco or used to deliver nicotine or other substances intended for human consumption, whether heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to Cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, bidis, snus, mints, hand gels; and 2) electronic smoking device; 3) notwithstanding any provision of subsections 1) and 2) to the contrary, “tobacco product” includes any component, part, accessory or associated tobacco paraphernalia of a tobacco product whether or not sold separately. 4) The term “Tobacco Product” does not include: (i) any product that contains marijuana; and (ii) any product made from or derived from tobacco and approved by the Food and Drug Administration (FDA) for use in connection with cessation of smoking.

(j) Tobacco Product Retail Location or Retail Location means any premises where Tobacco Products are sold or distributed to a consumer including, but not limited to, hookah bar, lounge or café, any grounds occupied by a retailer, any store, stand, outlet, vehicle, cart, location, vending machine or structure where Tobacco Products are sold.

(k) Tobacco Product Retailer means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Tobacco or Nicotine Products, or Tobacco Paraphernalia. “Tobacco Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(l) Tobacco Product Retailing means the selling, offering for sale, or exchanging for any form of consideration a Tobacco Product.

(m) Self-Service Display means the open display or storage of Tobacco Products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person
transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(n) Tobacco Paraphernalia means any item designed for the consumption, use or preparation of Tobacco Products.

(o) Vending machine shall mean any mechanical, electrical, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses product.

13.25.030 Minimum Legal Sales Age.

Tobacco Products shall not be sold to any person under the Minimum Legal Sales Age.

13.25.040 License requirements and prohibitions.

(a) Tobacco Product Retailer License required.

(1) It shall be unlawful for any person to act as a Tobacco Product Retailer in the City unless he or she has obtained a License and maintains the same in full force and effect pursuant to this Chapter for each location where Tobacco Product Retailing occurs.

(2) No license may be issued to authorize Tobacco Product retailing anywhere other than at a fixed location that is designated in the License application and approved by the Licensing Administrator. Tobacco Product Retailing by a persons on foot, from vehicles or through Mobile Vending is prohibited.

(3) Tobacco Retailing without a valid License is a nuisance as a matter of law.

(b) Display of License. Each License shall be prominently displayed in a publicly visible location at the licensed Tobacco Product Retail Location.

(c) Display of Minimum Legal Sales Age Requirements. The requirement of the Minimum Legal Sale Age for the purchase of Tobacco Retail Product shall be prominently displayed in the entrance (or other clearly visible location) of the Tobacco Product Retail Location.

(d) Other Prohibitions.

(1) A Tobacco Product Retail Location may only have one active License at one time. Every License is separate and distinct and specific to a designated location. The License cannot be assigned, delegated, sold, inherited or otherwise transferred between persons or transferred to a different location, except as provided in this Chapter. No Licensee shall exercise the privileges of any other License or delegate the privileges of its own License.
(2) A person or entity may not apply for a License for a one year period after a License has been revoked.

(3) No License shall be issued to any person under twenty-one (21) years of age.

13.25.050 Conditions of the Tobacco Product Retail License.

The following conditions shall apply to the Licensee:

(a) Minimum age for persons handling Tobacco Products. No Person who is younger than the minimum age established by the City to purchase and possess the Tobacco Products shall, while employed at a Tobacco Product Retail Location, sell, stock, retrieve, or otherwise handle Tobacco Products.

(b) Prohibition of self-service displays. Licensees shall stock and display all Tobacco Products in a manner so as to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the Tobacco Product from an employee of the business to the customer.

(c) Requirements of positive identification. No person engaged in Tobacco Product retailing shall sell or transfer a Tobacco Product to another person who appears to be under the age of thirty (30) years without first examining the identification of the recipient to confirm that the recipient is at least twenty-one (21) years of age.

(d) No Licenses shall be issued within 500' of schools. No Licenses will be issued to retailers located within 500 feet from schools or youth populated areas (community specific locations, playgrounds, parks etc.), as determined by the Licensing Administrator. This restriction shall not apply to an existing Retail Location within 500 feet of a youth populated area.

13.25.060 Application procedure.

(a) An application for a License shall be submitted and signed by an individual authorized by the person or entity making application for the License. It is the responsibility of each applicant and/or Licensee to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of said License. No applicant and/or Licensee may rely on the issuance of a License as a determination by the City that the proprietor has complied with all applicable tobacco retailing laws.

(b) All applications shall be submitted on a form supplied by the Licensing Administrator.

(c) A licensed Tobacco Product Retailer shall inform the Licensing Administrator in writing of any change in the information submitted on an application for a License within thirty (30) business days of a change.
(d) All License applications shall be accompanied by the payment in full of all fees as required in this Chapter.

13.25.070 Issuance of a Tobacco Product License.

Upon the receipt of a completed application for a License as required by this Chapter, the Licensing Administrator shall sign and issue a License within thirty (30) days which period may be extended by the Licensing Administrator for good cause unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(a) The information presented in the application is incomplete, inaccurate or false;

(b) The applicant seeks authorization for a License at a location where this Chapter prohibits the issuance of a License;

(c) The applicant seeks a License for a location that is not appropriately zoned for the use;

(d) The applicant seeks authorization for a License and the applicant's current License is suspended or revoked;

(e) The applicant is not qualified to hold the requested License under the provisions of this Chapter; or

(f) The applicant and/or retail location is not in compliance with all City, state or federal laws;

(g) The applicant is indebted to, or obligated in any manner to the City for unpaid taxes, liens or other monies; or

(h) The payment of the licensing fee in the full amount chargeable for such License does not accompany such License application.

13.25.080 Denial of Tobacco Product License.

(a) If the Licensing Administrator denies the issuance of the License, the Licensing Administrator shall notify the applicant in writing by regular mail postage prepaid on the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.

(b) An applicant has the right to appeal the Licensing Administrator's denial of an application to the "Hearing Officer" that shall be appointed by the City Manager. Such an appeal shall be initiated by filing a written request with the Licensing Administrator within twenty (20) days of the date of the notice of denial of the issuance of a License.

(c) The applicant's failure to timely appeal the decision of the Licensing Administrator is a waiver of the applicant's right to contest the denial of the issuance of the License.
(d) The appeal, including any right to further appeals, shall be conducted and controlled by the provisions of Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The standard of proof at such appeal shall be a preponderance of the evidence and the burden of proof shall be upon the applicant. The Licensee's failure to timely appeal the decision is a waiver of the Licensee's right to contest the suspension or revocation of the License.

13.25.090  License term, renewal and expiration.

(a) Term. All Licenses issued under this Code shall be for the period of one (1) year or a fraction thereof and shall expire on the last day of December of each calendar year unless otherwise specifically provided.

(b) Renewal of License. A Licensee shall apply for the renewal of the License and submit the renewal License fee no later than thirty (30) days prior to expiration of the existing term. The Licensing Administrator shall renew the License prior to the end of the term, provided that the renewal application and fee were timely submitted and the Licensing Administrator is not aware of any fact that would have prevented issuance of the original License or issuance of the renewal.

(c) Expiration of License. A License that is not timely renewed shall expire at the end of its term. The failure to timely obtain a renewal of a License requires submission of a new application. There shall be no sale of any Tobacco Products after the License expiration date and before the new License is issued.

13.25.100  License non-transferable.

(a) A License shall not be transferred from one (1) person to another or from one location to another.

(b) When a License has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new License for the remainder of the term of that License. All rights and privileges granted under the original License shall continue in full force and effect as to such survivors for the balance of the term of the License.

13.25.110  Fee for License.

(a) The annual fee for original issuance of a License for applications filed in 2018 shall be five hundred dollars ($500). The fee to issue or to renew a License may be changed from time to time by resolution of the City Council. The fee shall be calculated so as to recover the direct and indirect costs of administration and enforcement of this Chapter, including, for example, issuing a License, administering the License program, retailer education and training, retailer inspection, compliance checks, community outreach and education, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. Fees are nonrefundable except as may be required by law. In addition, from time to time, as deemed appropriate by License Administrator, the
License may be increased in accordance with Article X Section 20 of the Colorado Constitution.

(b) All fees and interest from proceeds of License fees under this Chapter shall be deposited in a separate cash account established by the City. These funds are to be used exclusively to defray the costs of the local licensing program.

(c) As part of the annual budget process, the amount of fees charged by the City pursuant to this Section shall be reviewed and, if necessary, adjusted to reflect the direct and indirect costs incurred by the City in connection with the adoption, administration and enforcement of this Chapter.

(d) Beginning with the fiscal 2018 budget, the amount of the fees charged by the City pursuant to this Section shall be fixed by City Council as part of its annual budget process. If, for any reason, such fees are not fixed by City Council as part of its annual budget process, the fees for the preceding year shall continue to in full force and effect until changed by City Council.

13.25.120 Compliance monitoring.

(a) Compliance monitoring of this Chapter shall be by the Department, as the Department (or its designee) deems appropriate.

(b) The Department shall have discretion to consider previous compliance check history or prior violations of a Licensee in determining how frequently to conduct compliance checks of the Licensee with respect to individual Licensees.

(c) The Department shall inspect each Tobacco Product Retailer at least two (2) times per twelve (12) month period. Nothing in this paragraph shall create a right of action in any Licensee or other Person against the City or its agents.

(d) Compliance checks shall be conducted as the Department deems appropriate so as to allow the Department to determine, at a minimum, if the Tobacco Product Retailer is conducting business in a manner that complies with laws regulating access to Tobacco Products. When the Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to Tobacco Products.

13.25.130 Suspension or Revocation of License.

(a) The following shall be grounds for suspension or revocation of the Licensee’s License:

(1) A violation by a Licensee or Licensee’s officers, agents, or employees of any of the provisions of this Chapter, or any laws of the United States, the State of Colorado or ordinances of the City relating to the sale or furnishing of tobacco or Cigarettes to minors, or the storage or display of Cigarettes or tobacco products.
(2) Violations of any conditions imposed by the Licensing Administrator or Hearing Officer in connection with the issuance or renewal of a License.

(3) Failure to pay State or local taxes that are related to the operation of the business associated with the License.

(4) Loss of right to possession of the licensed premises.

(5) Fraud, misrepresentation, or a false statement of material fact contained in the original or renewal license application;

(b) The City Manager shall appoint a Hearing Officer to hear all actions relating to the suspension or revocation of Licenses pursuant to this Chapter. The Hearing Officer shall have the authority to suspend, revoke, or impose remedial sanctions for violations.

(c) The Licensing Administrator shall commence suspension or revocation proceedings by petitioning the Hearings Officer to issue an order to the Licensee to show cause why the Licensee’s License(s) should not be suspended or revoked. The Hearing Officer shall issue such an order to show cause if the petition demonstrates that probable cause exists to determine that one or more grounds exist pursuant to subsection (a) to suspend or revoke the Licensee’s License. The order to show cause shall set the matter for a public hearing before the Hearing Officer.

(d) Notice of the order to show cause order and hearing date shall be mailed to Licensee by regular mail, postage prepaid, at the address shown on the License no later than thirty (30) days prior to the hearing date. Notice is deemed to have been properly given upon mailing.

(e) The notice to show cause hearing and any subsequent right to appeal shall be conducted and controlled by the provisions of Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The standard of proof at such hearings shall be a preponderance of the evidence and the burden of proof shall be upon the Licensing Administrator and/or Department.

(f) In determining whether a License should be suspended or revoked, and in determining whether to impose conditions in the event of a suspension, the Hearing Officer shall consider the following factors:

(1) The nature and circumstances of the violation;

(2) Corrective action, if any taken by the Licensee;

(3) Prior violations, if any by the Licensee;

(4) The likelihood of recurrence of the violation;

(5) Whether the violation was willful; and
(6) Previous sanctions, if any, imposed on the Licensee.

13.25.140 Penalties and fines.

(a) Licensees: penalties and fines. In addition to any other penalty authorized by law, and if the Hearing Officer determines based on a preponderance of the evidence, that the Licensee, or any of the Licensee’s agents or employees, has violated any of the requirements, conditions, or prohibitions of this Chapter, or has pleaded guilty, “no contest” or its equivalent, or admitted to a violation of any law relating to the sale of tobacco to minors including but not limited to C.R.S. sections 18-13-121 and 24-35-503, the Hearing Officer may consider the following non-binding guidelines in determining the sanctions to be imposed upon a Licensee as follows:

(1) One violation within thirty-six (36) months: a civil penalty of five hundred dollars ($500) and/or suspension of the License for three (3) days.

(2) Two violations within thirty-six (36) months: a civil penalty of one thousand dollars ($1,000) and suspension of the License for seven (7) days.

(3) Three violations within thirty-six (36) months: a civil penalty of one thousand five hundred dollars ($1,500) and a minimum twenty (20) days suspension of the License.

(4) Four violations within thirty-six (36) months: a civil penalty of two thousand dollars ($2,000) and revocation of License.

The actual sanction imposed upon a Licensee for any violation may vary from the above-stated guidelines when warranted by the specific facts and circumstances of the case.

(b) After the effective date of this ordinance, it shall be unlawful for any Tobacco Product Retailer to sell a Tobacco Product without a License as mandated under this Chapter, or with a suspended or revoked License. In addition, the Hearing Officer may impose civil penalties of up to $2,500 for each separate Tobacco Product sold during the period of non-compliance with this Chapter. A retailer whose License has been suspended or revoked 1) shall not display Tobacco Products in public view during the timeframe in which the License is suspended or revoked; and 2) advertisements relating to Tobacco Products that promote the sale or distribution of such products from the location that could lead a reasonable person to believe that such products can be obtained from that location shall not be displayed.

13.25.150 Enforcement.

(a) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the City Attorney, including but not limited to nuisance abatement proceedings and injunctive relief.
(b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall cause the offender to be subject to the penalties set forth herein or in the Aspen Municipal Code.

13.25.160 No Rights in License.

Every License issued under this Chapter confers only a limited and conditional privilege subject to the requirements, conditions, limitations and qualifications of this Chapter. The License does not confer a property right of any kind. The License and privilege created by the License may be further regulated, limited or completely extinguished at the discretion of City Council or the electorate of the City, as provided in this Chapter, without any compensation to the Licensee. Nothing contained in this Chapter grants to any Licensee any vested right to continue operating under the provisions of this Chapter as they existed at the time the License was approved or issued, and every License shall be subject to any ordinance or prohibition adopted after the License was approved or issued.

13.25.170 Effective Date.

This Chapter shall become effective as of January 1, 2018 and enforceable on and after that date. Any Tobacco Product Retailer without a License after the effective date will be in violation of this Chapter.

Section 2: Litigation

This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 3: Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

The City Clerk is directed, upon the adoption of this ordinance, to record a copy of this ordinance in the office of the Pitkin County Clerk and Recorder.

Section 4: Public Hearing

A public hearing on the ordinance shall be held on the 12th day of June, 2017 in the City Council Chambers, Aspen City Hall, Aspen, Colorado, fifteen (15) days prior to which hearing a public notice of the same was published in a newspaper of general circulation within the City of Aspen.
INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 8th day of May, 2015.

Steven Skadron, Mayor

ATTEST:

Linda Manning, City Clerk

FINALLY, adopted, passed and approved this 12th day of June, 2017.

Steven Skadron, Mayor

ATTEST:

Linda Manning, City Clerk

APPROVED AS TO FORM:

James R. True, City Attorney
Introduction to Vape

Officer Thomas Wright, SRO
Basalt Police Department

What is Vape?

Vaping is the act of inhaling and exhaling the aerosol, often referred to as vapor, which is produced by an e-cigarette or similar device. The term is used because e-cigarettes do not produce tobacco smoke, but rather an aerosol, often mistaken for water vapor, that actually consists of fine particles. Many of these particles contain varying amounts of toxic chemicals, which have been linked to cancer, as well as respiratory and heart disease.
Is it safe?

- The e-liquid in vaporizer products usually contains a propylene glycol or vegetable glycerin-based liquid with nicotine, flavoring and other chemicals and metals, but not tobacco. Some people use these devices to vape THC, the chemical responsible for most of marijuana's mind-altering effects, or even synthetic drugs like "flakka", instead of nicotine.

- The health risks and benefits of using these relatively new devices are still being evaluated. However, there is a growing body of evidence indicating that the chemicals in these products may be dangerous. Health advocates are recommending caution in using them and calling for additional research into their potential risks versus benefits.

How does it work?

- Generally a vaping device consists of a mouthpiece, a battery, a cartridge for containing the e-liquid or e-juice, and a heating component for the device that is powered by a battery. When the device is used, the battery heats up the heating component, which turns the contents of the e-liquid into an aerosol that is inhaled into the lungs and then exhaled.

- Ultimately, the devices consist of a power unit and a tank/cartomizer. It can be a device that is rechargeable or one that is disposed of after the "juice" is used up.

- Typically, a vaping device can allow the user 200 puffs to 600 puffs depending on the charge and the unit size.
Types of Vape

- Essential Oils
- Flavored Oil/Juice
- CBD's
- Nicotine
- Marijuana raw
- Marijuana Juice
- Marijuana Wax conversion kits

Current Teen Culture and Trends

Vaporizing Terms
- Vape
- Vaping
- JUULING
- Vooping
- Cloud Chasing
- Skitzin
- Ride the Mist

Vaping Trends
- Dripping Kits
- Cloud Chasing as an Artform
- 9 million users in US
- Nicotine/THC conversion kits
- New gear and conventions
- JUUL Skins
- FDA/Surgeon General/CDC
Vape Juice

- e juice/e liquid: vegetable glycerine, propylene glycol, “flavorings” diacetyl (buttery flavor), nicotine, and water.

- Flavors: Banana Cream; Beach Bum; Berry Blast; Blueberry; Coconut; Crazy Berry; Dragon Fruit; Fresh Apple; Fruit Suicide; Georgia Peach; Green Apple; Honey Dew Melon; Mango; Perfect Peach; Pineapple; Pomegranate; Raspberry; Swamp Frog; Strawberry; Strawberry Banana; Strawberry Kiwi; Strawberry Lemonade
MONQ personal essential oil diffusers use vaporizer technology to deliver all-natural essential oil blends in classic aromatherapy combinations. Our diffusers are available in 10 different blends, all of which are free of nicotine and tobacco, GMOs, and artificial ingredients, and are 100% organic and vegan. Breathe our MONQ blends into your mouth, pause, and exhale through your nose. Plant fragrances pass through your olfactory system inspiring relaxation.
How can I tell the difference?
STATS

- According to the 2016 Surgeon General’s Report, e-cigarette/vaping has increased over 900% from 2011 to today.

- The 2016 Surgeon General’s Report indicated in the National Youth Tobacco Survey at least 37.7% of high school students had tried Vape.

- In the December 4, 2017 edition of NPR news, student opinion boasts beliefs that at least 50-60% of teens are using Vape.

The Law
CRS 18-13-121 and CRS 18-18-406

- Must be 18 years-old to purchase products containing nicotine. (Must ID check anyone that looks younger than 30 years-old.)

- Must be 21 years-old to purchase any products containing THC (Everyone must show government ID to make purchase.)

Penalties for Tobacco: Range from written warnings to fines. Petty Offences

Penalties for Marijuana: Vary depending on amount and age. All minors must see a Judge or participate in diversion programs.
THE INTERNET!!!
Age verification?

QUESTIONS?
CONTACT
Officer Thomas Wright, SRO
thomas.wright@basaltpolice.com
Norway rats and common house mice. E. The provisions of this chapter do not apply to personnel of any police, fire or animal control agency or the Colorado Division of Wildlife or Department of Health or other state or federal agency when such persons are acting within the scope of their official duties as employees of said agencies. F. The provisions of this section are not intended to allow the destruction of any bird or animal protected by the laws of the state or the United States of America. (Ord. O-74-1 § 1 (part), 1974).

9.38.010 Purpose
This Chapter is enacted for the purpose of preserving and improving the health, comfort, and environment of the citizens of this City by limiting exposure to environmental smoke. (Ord. O-2014-14 § 1, 2014; Ord. O-2012-3 § 1, 2012; Ord. O-2009-36, § 1, 2009; Ord. O-86-78 § 1 (part), 1986).

9.38.020 Definitions
As used in this Chapter, the following words and terms shall be defined as follows:

"Auditorium" means the part of a public building where an audience gathers to attend a performance, and includes any corridors, hallways, or lobbies adjacent thereto.

"Bar" means any indoor area that is operated and licensed under Article 47 of Title 12, C.R.S., primarily for the sale and service of alcohol beverages for on-premises consumption and where the service of food is secondary to the consumption of such beverages.

"Cigar-tobacco bar" means a bar that, in the calendar year ending December 31, 2005, generated at least five percent or more of its total annual gross income or fifty thousand dollars in annual sales from the on-site sale of tobacco products and the rental of on-site humidors, not including any sales from vending machines. In any calendar year after December 31, 2005, a bar that fails to generate at least five percent of its total annual gross income or fifty thousand dollars in annual sales from the on-site sale of tobacco products and the rental of on-site humidors shall not be defined as a "cigar-tobacco bar" and shall not thereafter be included in the definition regardless of sales figures.

"Electronic smoking device," means any electronic oral device such as one composed of a heating element, battery, and/or electronic circuit which provide a vapor of nicotine or any other substances for inhalation. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pen, an electronic pipe, or an electronic hookah or any other product name or descriptor.

"Employee" means any person who does any type of work for the benefit of another in consideration of direct or indirect wages or profit; or provides uncompensated work or services to a business or nonprofit entity. "Employee" includes every person described in this paragraph, regardless of whether such person is referred to as an employee, contractor, independent contractor, or volunteer or by any other designation or title.

"Employer" means any person, partnership, association, corporation, or nonprofit entity that employs one or more persons.

"Employer includes, without limitation, the legislative, executive, and judicial branches of state government; any county, city and county, city, or town, or instrumentality thereof, or any other political subdivision of the state, special district, authority, commission, or agency, or any other separate corporate instrumentality or unit of state or local government.

"Entryway" means the twenty-five foot radius outside of every public entrance leading into a building or facility that is not exempted from this Chapter under Section 9.38.040. For multi-unit buildings with multiple public entrances, the City shall have the discretion, when appropriate, to interpret "Entryway" so as to encompass a single area around multiple public entrances and to revise the signage requirements accordingly.

"Environmental smoke," or "secondhand smoke," means the complex mixture formed from the escaping gases, particles, or vapors released into the air as a result of combustion, electrical ignition, vaporization or heating of a tobacco product or a marijuana product when the apparent or usual purpose of the combustion, electrical ignition, vaporization or heating is human inhalation of the hyproducts, smoke of a burning tobacco product, also known as "sidestream smoke," and such yeas, particulate, vapors, or smoke exhaled by the smoker.

"Food service establishment" means any indoor area or portion thereof in which the principal business is the sale of food for on-premises consumption. The term includes, without limitation, restaurants, cafeterias, coffee shops, diners, sandwich shops, and short-order cafes.

"Hookah bar" is an establishment where patrons by themselves or by sharing with others smoke tobacco products or similar products from a communal hookah or nargile or similar device.

"Indoor area" means any enclosed area or portion thereof. The opening of windows or doors, or the temporary removal of wall

panels, does not convert an indoor area into an outdoor area.

"Marijuana" shall have the same meaning as in section 18(2)(f) of article XVIII of the Colorado Constitution.

"Marijuana product" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended to be consumed by smoking or inhalation.

"Place of employment" means any indoor area or portion thereof under the control of an employer in which employees of the employer perform services for, or on behalf of, the employer.

"Public building" means any building owned or operated by:

(a) The state, including the legislative, executive, and judicial branches of state government;

(b) Any county, city and county, city, or town, or instrumentality thereof, or any other political subdivision of the state, a special district, an authority, a commission, or an agency; or

(c) Any other separate corporate instrumentality or unit of state or local government.

"Public meeting" means any meeting open to the public pursuant to Part 4 of Article 6 of Title 24, C.R.S., or any other law of this state.

"Smoke-free work area" means an indoor area in a place of employment where smoking is prohibited under this chapter.

"Smoking" means the burning, heating, electrical ignition or vaporizing of a lighted cigarette, cigar, pipe, electronic smoking device, or any other matter or substance that contains tobacco, nicotine, marijuana, or any other substance, or combination thereof, and the inhaling and exhaling of environmental smoke created thereby.

"Tobacco" means cigarettes, cigars, cheroots, stogies, and periokes; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff and snuff flour, cavendish; plug and twist tobacco, fine-cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or for smoking in a cigarette, pipe, or otherwise, or both for chewing and smoking. "Tobacco" also includes cloves and any other plant matter or product that is packaged for smoking.

"Tobacco business" means a sole proprietorship, corporation, partnership, or other enterprise engaged primarily in the sale, manufacture, or promotion of tobacco, tobacco products, or smoking devices or accessories, either at wholesale or retail, and in which the sale, manufacture, or promotion of other products is merely incidental.

"Tobacco product" means any product that contains nicotine or tobacco or is derived from nicotine or tobacco and is intended to be ingested or inhaled, or any electronic device that can be used to deliver nicotine to the person inhaling from the device including but not limited to electronic smoking devices, cigarettes, cigars, cheroots, stogies, and periokes; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff and snuff flour, cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or for smoking in a cigarette, pipe, or otherwise, or both for chewing and smoking. "Tobacco product" also includes cloves and any other plant material or product that is packaged for smoking.

"Work area" means an area in a place of employment where one or more employees are routinely assigned and perform services for or on behalf of the employer.


9.38.030 General smoking restrictions

A. INDOOR AREAS. Except as provided in Section 9.38.040, and in order to reduce the levels of exposure to environmental smoke, smoking shall not be permitted and no person shall smoke in any indoor area, including, but not limited to:

1. Public meeting places;
2. Elevators;
3. Government-owned or operated means of mass transportation, including, but not limited to, buses, vans, and trains;
4. Taxicabs and limousines;
5. Grocery stores;
6. Gymnasiums,
7. Jury waiting and deliberation rooms;
8. Courtrooms;
9. Child care facilities;
10. Health care facilities including hospitals, health care clinics, doctors' offices, and other health care related facilities;
11. Any place of employment that is not exempted. In the case of employers who own facilities otherwise exempted from this restriction, the employer shall clearly post a sign on the premises indicating that smoking is permitted.

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Chapter, each such employer shall provide a smoke-free work area for each employee requesting not to have to breathe environmental tobacco smoke. Every employee shall have a right to work in an area free of environmental tobacco smoke;
12. Food service establishments;
13. Bars;
14. Indoor sports arenas;
15. Restrooms, lobbies, hallways, and other common areas in public and private buildings, condominiums, and other multiple-unit residential facilities;
16. Restrooms, lobbies, hallways, and other common areas in hotels and motels, and in at least seventy-five percent of the sleeping quarters within a hotel or motel that are rented to guests;
17. Bowling alleys;
18. Billiard or pool halls;
19. Facilities in which games of chance are conducted;
20. (a) The common areas of retirement facilities, publicly owned housing facilities, and, except as specified in Section 24-14-205(1)(k), nursing homes, but not including any resident's private residential quarters or areas of assisted living facilities specified in Section 25-24-205(1)(k);
(b) Nothing in this Chapter affects the validity or enforceability of a contract, whether entered into before, on, or after July 1, 2006, that specifies that a part or all of a facility or home specified in this paragraph (20) is a smoke-free area.
21. Public buildings;
22. Auditoria;
23. Theaters;
24. Museums;
25. Libraries;
26. To the extent not otherwise provided in Section 25-14-103.5, public and nonpublic schools, and
27. Other educational and vocational institutions.

B. OUTDOOR AREAS. Except as provided in Section 9.38.040, and in order to recuece the levels of exposure to environmental smoke, the smoking of tobacco products shall not be permitted and no person shall smoke tobacco in the following outdoor areas:
1. The entryways of all buildings and facilities listed in paragraphs (1) to (27) of subsection (A).
2. The following facilities in City-owned outdoor parks:
   a. Playgrounds, swimming pools, skate parks, athletic fields, picnic shelters, tennis courts and similar locations; and
   b. Outdoor locations where people congregate to partake in City events such as Cider Days or outdoor musical concerts.
3. Transit stops, including light-rail platforms and bus stops, with or without benches and/or shelters.
4. Nothing herein shall be deemed to permit the smoking of marijuana that is conducted openly and publicly or in a manner that endangers others or otherwise violates state law.

9.38.040 Exceptions to smoking restrictions

A. The prohibitions set forth in Section 9.38.030 shall not apply to smoking tobacco products in:
1. Private homes, private residences, and private automobiles; except that this Chapter shall apply if any such home, residence, or vehicle is being used for child care or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation;
2. Limousines under private hire;
3. A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed twenty-five percent;
4. Any retail tobacco business; provided, however, that no person under eighteen (18) years of age shall be allowed on the premises. No retail tobacco business may be located in a liquor-licensed premises.
5. A cigar-tobacco bar as provided herein;
6. The outdoor area of any business, including the patios of liquor-licensed establishments and business establishments where food or beverages are served;
7. A place of employment that is not open to the public and that is under the control of an employer that employs three or fewer employees;
8. A private, nonresidential building on a farm or ranch, as defined in Section 39-1-102, C.R.S., that has an annual gross income of less than five hundred thousand dollars; or
9. (a) The areas of assisted living facilities:
   i. That are designated for smoking for residents;
   ii. That are fully enclosed and ventilated; and
   iii. To which access is restricted to the residents or their guests.
   (b) As used in this paragraph (9), "assisted living facility" means a nursing facility, as that term is defined in Section 25.5-4-103, C.R.S., and an assisted living residence, as that term is defined in Section 25-27-102.
10. Hookah bars, as provided herein; and
11. The outdoor areas of golf courses.

9.38.059 Optional restrictions

A. The owner or manager of any place not specifically listed in Section 9.38.030 including a place otherwise exempted under Section 9.38.040 may post signs prohibiting smoking or providing smoking and nonsmoking areas. Such posting shall have the effect of including such place, or the designated nonsmoking portion thereof, in the places where smoking is prohibited or restricted pursuant to this chapter.
B. If the owner or manager of a place not specifically listed in Section 9.38.030, including a place otherwise exempted under Section 9.38.040, is an employer and receives a request from an employee to create a smoke-free work area as contemplated by Section 9.38.030 (A)(11), the owner or manager shall post a sign or signs in the smoke-free work area as provided in subsection (A) of this section.


9.38.090 Unlawful Acts- Penalty
A. It is unlawful for a person who owns, manages, operates, or otherwise controls the use of a premise subject to this Chapter to violate any provision of this Chapter.
B. It is unlawful for a person to smoke in an area where smoking is prohibited pursuant to this Chapter.
C. A person who violates this Chapter is guilty of a municipal offense and, upon conviction thereof, shall be punished by a fine not to exceed two hundred dollars for a first violation within a calendar year, a fine not to exceed three hundred dollars for a second violation within a calendar year, and a fine not to exceed five hundred dollars for each additional violation within a calendar year. Each day of a continuing violation shall be deemed a separate violation.


9.38.100 Enforcement
Peace officers and code enforcement officers shall have the authority to enforce this Chapter. (Ord. O-2012-3 § 1, 2012; Ord. O-2009-36 § 1, 2009; Ord. O-95-19 § 5, 1995; Ord. O-86-78 § 1 (part), 1986).

9.38.110 Severability
If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable. (Ord. O-2012-3 § 1, 2012; Ord. O-2009-36 § 1, 2009; Ord. O-95-19 § 8, 1995; Ord. O-94-33 § 25, 1994; Ord. O-91-59 § 4 (part), 1991; Ord. O-86-78 § 1 (part), 1986).

9.38.050 Hookah Bars
A. After the effective date of this Ordinance, no new hookah bars shall be permitted within the City's corporate boundaries. Existing hookah bars that are open and operating as of the effective date of this Ordinance may continue operating, but may not expand in size or change locations after the effective date of the Ordinance.
B. It shall be unlawful for a person under the age of eighteen (18) years to enter a hookah bar. It shall be unlawful for the owner or manager of a hookah bar to allow a person under the age of eighteen (18) years to enter the premises.
C. No hookah bar may be located in a liquor-licensed premises.
D. It shall be unlawful for any person to smoke marijuana in a hookah bar.

(Ord. O-2014-3 § 8, 2014; Ord. O-2012-3 § 1, 2012)

9.38.070 Cigar-tobacco Bars
A. A cigar-tobacco bar shall not expand its size or change its location from the size and location in which it existed as of December 31, 2005.
B. It shall be unlawful for a person under the age of eighteen (18) years to enter a cigar-tobacco bar. It shall be unlawful for the owner or manager of a cigar-tobacco bar to allow a person under the age of eighteen (18) years to enter the premises.
C. After the effective date of this Ordinance O-2012-3, no new cigar-tobacco bar shall be permitted to open.
D. It shall be unlawful for any person to smoke marijuana in a cigar-tobacco bar.


9.38.080 Signage
A. It shall be unlawful for an owner or lessee or person in charge of a building or business open to the public to fail to post a sign as described herein at each entrance available to the public. The City shall have the discretion, when appropriate, to modify the requirements for the location and number of signs, in applying this provision to multi-unit buildings with multiple public entrances.
1. The sign shall state that no smoking is allowed within twenty-five feet of the entrance.
2. The sign shall be posted on or adjacent to the entrance door, and shall use letters no less than one inch in height.
3. The international No Smoking symbol may be used in conjunction with the required text on the sign.
B. For signs in all outdoor locations other than Entryways, the City shall have the sole discretion to determine the number, size, location and content of all such signs.

(Ord. O-2012-3 § 1, 2012)

9.38.045 Exceptions to marijuana smoking restrictions

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The prohibitions set forth in Section 9.38.030 shall not apply to smoking marijuana in; private homes or private residences; except that this Chapter shall apply if such home or residence is being used for child care or day care.
(Ord. O-2014-3 § 7, 2014)

9.38.075 Tobacco business

It shall be unlawful for any person to smoke marijuana in a tobacco business.
(Ord. O-2014-3 § 10, 2014)

9.39.010 Authority

The City Manager or designee shall have the authority to declare fire restrictions or a fire ban, whenever the danger of grass or wildland fire is found to be high, based upon the national fire danger rating system and recommendations by Jefferson County Sheriff's Office Critical Incident Response Section, the Wheat Ridge Fire Protection District and the West Metro Fire Protection District (both entities hereinafter referred to as Fire District.) Any declaration of fire restrictions or a fire ban made pursuant to this ordinance shall specify the effective date of the restrictions or ban and the parameters of the restrictions or ban, as deemed necessary and appropriate. (Ord. O-2013-13 § 1, 2013).

9.39.020 Publication of Notice

In the event that the City Manager or designee declares fire restrictions or a fire ban pursuant to this ordinance, notice shall be published on the City of Lakewood website, and signs will be posted at applicable park entrances and any other such public venue as deemed necessary and effective. (Ord. O-2013-13 § 1, 2013).

9.39.030 Unlawful Conduct

A. It shall be unlawful for any person to start or maintain a fire that is in violation of fire restrictions or a fire ban declared pursuant to this Chapter.
B. It shall be unlawful to allow a fire to burn in a careless manner, to leave any fire unattended, or to fail to completely extinguish any fire.
C. It shall be unlawful to burn rubbish or debris.
D. It shall be unlawful to perform Open Burning without a permit from a Fire District.
E. It shall be unlawful to allow a fire to burn under an approved exemption permit issued from a Fire District without adequate measures to prevent uncontrolled fires. Possible preventive measures include, but are not limited to, the following items:
   I. Containers of adequate water or dry soil nearby.
   II. Shovels, fire extinguishers or other extinguishing agents readily available.
   III. Coordination with the local fire department or district to be on scene or standby during a fire burning activity.
(Ord. O-2013-13 § 1, 2013)

9.39.040. Enforcement

The Lakewood Chief of Police or his designee, Lakewood Park Rangers, and authorized members of the West Metro Fire Protection District and Wheat Ridge Fire Protection District are empowered to enforce the provisions of this Chapter. (Ord. O-2013-13 § 1, 2013).

9.39.050. Type of fire ban or fire restriction that may be declared by the City Manager

Stage I Possible Fire Restrictions:

A. No open burning except with an appropriate Fire District permit
B. No smoking, except as allowed in Chapter 9.38 of the Lakewood Municipal Code, and except within an enclosed vehicle or building, in a developed recreation site or while in an undeveloped area less than 6 feet in diameter that is barren or cleared of all combustible material. (2009 IFC 310.8) No discarding of cigarettes or smoking materials except within approved containers
C. No use of model rockets within City Parks

Stage I Allowable Activities under the Fire Restrictions:

D. Use of liquid or gas fueled appliances
E. Underwriters Laboratories (UL) approved wood pellet grills
F. Charcoal barbecue grills when not closer than 30 feet from an undeveloped area (2009 IFC 308.1.6)
G. Portable outdoor fireplaces when not closer than 30 feet from an undeveloped area (2009 IFC 307.4.3)
H. Recreational fires in a park or recreational area contained in a designated fire ring or grill, when not closer than 30 feet from an undeveloped area (2009 IFC 307.4.2)
I. In residential backyards recreational fires when not closer than 30 feet from an undeveloped area
J. Permitted fires by persons with a permit specifically authorizing the prohibited act such as professional fireworks displays.
Contact must be made with the permitting authority to verify the status of permits issued prior to the establishment of burn restrictions.
K. Burning of explosive wastes by manufacturer of explosives in areas zoned for industrial use when the burning is supervised by the fire protection district
L. Fire District training fires
M. Open Burning by any federal, state, or local officer in the performance of official fire suppression functions

Stage II Fire Ban:

A. All Stage I fire restrictions shall be observed.
B. No recreational fires
C. No welding or operating an acetylene or other torch with an open flame, except inside an enclosed structure or within an area that is barren or cleared of all combustible material at least 30 feet in all directions from the operating equipment (2009 IFC 308.1.6)
D. No operation or use of a handheld internal combustion engine (e.g. chainsaw) within 30 feet of an undeveloped area without a United States Department of Agriculture (USDA) or Society of Automotive Engineers (SAE) approved spark arresting device properly installed and in proper working order. Additionally, the operator must have readily available an extinguishing source, water, pressurized water extinguisher, or proper chemical pressurized extinguisher large enough to handle possible fires. Additionally, the operator must possess at least one large-size pointed shovel with an overall length of at least 36 inches. All must be available for quick use.
E. No use of an explosive initiation system requiring a burning fuse line

Stage II Allowable Activities under the Fire Ban:

F. Use of liquid or gas fueled appliances
G. Underwriters Laboratories (UL) listed wood pellet grills
H. Permitted fires specifically authorizing the prohibited act such as professional fireworks displays may be allowed on a case by case basis
I. Fire District training fires
J. Burning of explosive wastes by manufacturer of explosives in areas zoned for industrial use when the burning is supervised by the fire protection district
K. Open Burning by any federal, state, or local officer in the performance of official fire suppression functions
L. Charcoal barbecue grills when not closer than 30 feet from an undeveloped area (2009 IFC 308.1.6)
M. Portable outdoor fireplaces when not closer than 30 feet from an undeveloped area
(Ord. O-2013-13 § 1, 2013).

9.39.050 Definitions

Liquid or Gas Fueled Appliances: Appliances such as fire pits, grills, camp stoves, and Tiki torches that burn liquid or gaseous fuels and can be shut off. This does not include any device that burns solid fuels such as wood or charcoal and must be extinguished.

Open Burning: Any outdoor fire larger than a recreational fire that is not contained within a portable outdoor fireplace that has a total fuel area of 3 feet or more in diameter and 2 feet or more in height. This includes, but is not limited to, bonfires, the lighting of any fused explosives, and the burning of fence lines or rows, grasslands, fields, farmlands, ditches, rangelands, and wildlands.

Portable Outdoor Fireplace: A commercially purchased, portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay, or other non-combustible material. A portable outdoor fireplace may be open in design, or may be equipped with a small hearth opening and a short chimney or chimney opening at the top. These devices must be operated according to the manufacturer's instructions with all covers, screens, and grates in place.

Recreational Fire: Any outdoor fire burning material other than rubbish or debris where the fuel being burned is not contained in a portable outdoor fireplace or barbecue grill and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. This includes campfires; "warming fires," fires in 55-gallon drums; fixed, permanent outdoor fireplaces; and barbecue pit fires.

Training Fires: A training fire must be approved by a Fire District for the purposes of a bona fide training of employees in firefighting methods. Training fires must take place in a designated training center and not in City Parks or open space areas during fire restrictions.

Undeveloped Areas: Lands that are not groomed, manicured, or watered, where grasses, brush and trees have been allowed to grow in a natural environment. This includes green belts that are not landscaped or manicured, open space lands, non-manicured City Parks, and other areas where the fire hazard presented by the vegetation is determined to be an undue wildland fire hazard.
(Ord. O-2013-13 § 1, 2013).

IV. Offenses Against Public Decency

9.40.010 Unlawful

A. It is unlawful, in any place of business where alcoholic beverages are sold to be consumed upon the premises, for any person to beg or to solicit any patron or customer of or visitor in such premises to purchase any alcoholic beverage, for the one begging or soliciting.

B. It is unlawful for the proprietor or operator or person in charge of any such establishment to knowingly permit or allow the presence in such establishment of any person who violates the provisions of this section. (Ord. O-74-1 § 1 (part), 1974).

9.41.010 Definitions

As used in this chapter, unless the context otherwise requires:

"Ethyl alcohol" means any substance which is or contains ethyl alcohol and includes fermented malt beverage.

"Motor vehicle" means a vehicle driven or drawn by mechanical power and manufactured primarily for use on public highways but...
8.30.030 - Park usage restrictions.

(a) **Alcohol beverages.** It is prohibited for any person to possess, consume, or distribute any alcohol beverage within any park, absent the prior written approval of the city manager.

(b) **Camping.** Overnight camping is prohibited except subject to the acquisition of a permit in the designated areas of the Clear Creek Recreational Vehicle Park.

(c) **Fires.** It is prohibited for any person to make, or allow to burn, a fire, including a charcoal fire, within any park except in park provided, operative grills. Use of a portable propane camp stove is permitted if the stove's propane tank has a capacity of two pounds or less. A maker or keeper of a fire must completely extinguish the fire prior to leaving the park. Bonfires are prohibited in all parks. Notwithstanding the foregoing, more stringent fire restrictions, including bans, issued by the city's fire chief or fire marshal shall apply to, and supersede, any fires in the park that are otherwise allowed by this subsection.

(d) **Motorized vehicle operation.** It is prohibited for any person to operate any motorized vehicle including, but not limited to, any self-propelled vehicle, motorbike, motorcycle (whether designed for travel on public highways or designed for off-road travel), moped, go-cart, golf cart, motor scooter, or snowmobile, Segway, hover board, or similar mode of transportation upon or within any park, except as permitted upon vehicle parking areas and roadways within a park. A person may operate an electrical assisted bicycle, as defined in C.R.S. § 42-1-102(28.5), as may be amended with the electrical motor engaged on park paths where bicycles are authorized to travel. Golden staff members may operate vehicles on parks and pathways for maintenance purposes.

(e) **Park hours.** Unless otherwise posted, outdoor parks are open to the public between the hours of 5:00 a.m., to 11:00 p.m. All trails, however, remain open 24 hours each day to pedestrian and bicycle traffic.

(f) ** Slacklining, (or any other objects tied, fastened or anchored to trees) is permitted in parks subject to the following: **
   1. Trees must be protected with padding, prior to the installation of the anchor lines.
   2. Anchor lines may not be attached to signs, fencing, light poles, playground equipment, or any other park structures.
   3. Tree trunks must be at least one foot in diameter.
   4. Anchor points cannot be damaged or altered in order to secure an anchor.
   5. Slacklines and ground must be level and parallel to each other.
   6. Slacklines may not exceed 100 feet in length.
   7. The slackline may not be elevated to a height of more than four feet at the center of the span.
   8. Equipment must not be left unattended and, if not in use, must be immediately taken down.
   9. Slacklines must not interfere with other park activities nor cross any sidewalks, waterways, bridges, or any other rights-of-way, and are prohibited upon any trail.
   10. Slacklines cannot cross each other.
   11. City personnel, as deemed necessary, may order the removal of a slackline at any time.

(g) **Sound amplification.** It is prohibited for any person to utilize any machine or device for the purpose of amplification of human voice, music, or any other sound in any park without the prior written authorization of the city manager.

(h) **Vending and peddling.** It is prohibited for any person to display or offer for sale any goods or services or to station or place any stand, cart, or vehicle for the transportation, sale, or display of any such goods or services within or upon any park. This prohibition shall not apply to any concession approved by the city manager.

(i) **Open carry of firearms.** Where posted as required by law, it is prohibited for any person to openly carry any
firearm within any park.

(i) *Dangerous missiles and firearms.* It is prohibited for any person to use, discharge, fire, or shoot any firearm, air gun, sling shot, pellet gun, blow gun, paintball gun, air soft gun, spring gun, or bow and arrow within any park. Archery is permitted within the city's operated and approved archery range and golf is permitted within the city's operated and approved golf course.

(k) *Going onto ice.* It is prohibited for any person, including any person's animal to go onto ice located upon any waterway within a park.

(l) *Glass containers.* It is prohibited for any person to possess any glass container(s) within or upon any park.

(m) *Removal of pet waste.* It is prohibited for any animal owner to fail to prevent such animal from defecating or voiding excrement on or within any city park or trail; provided, however, that no violation will occur if the person having charge of the animal immediately removes such defecation or excrement and disposes of it in a pet waste station or in an otherwise lawful and sanitary manner.

(n) *Running at large.* It is prohibited for any animal owner to permit an animal to run at large within any city park or trail except upon the premises of any city designated off-leash facility in accordance with the posted rules and regulations at such facility.

(o) *Smoking.* In order to reduce the levels of exposure to environmental tobacco smoke, smoking, vaping, and use of electronic smoking devices shall not be permitted in in any parks and recreation facilities except within specified areas as designated by the city. The use of marijuana is also prohibited in public spaces as described in section 8.04.800.

(p) *Unmanned aerial vehicles.* It is prohibited for any person to operate any unmanned aerial vehicle within any park without the prior written approval of the city manager.

(Ord. No. 2016-61, § 1-26-2017.)
4/3/2018

Sec. 38-304. - Smoking prohibited.

It shall be unlawful for any person to smoke in any public place or sports arena as defined in this division or a cigar-tobacco bar as defined in C.R.S. § 25-14-203.

Exceptions: The use of an electronic smoking device is allowed on stage at a theatrical production site if smoking by a theatrical character is an integral part of the storyline of the production.

Any person who is 18 years of age or older may use or operate an electronic smoking device within a specialty vaping store as defined in section 38-303.

(Ord. No. 4003, § 1, 6-5-2005; Ord. No. 4127, § 3, 10-6-2008; Ord. No. 4501, § 3, 5-4-2015.)
Town Trustees + Jay + Dan + Cathy -
we are so lucky to live in the town that we do -
all help u in our endeavors in so many
s. The fashion show helped raise over 925,000
our Youth Arts Programs + you are a big
fan why!

Much gratitude!

Thanks! Elizabeth

Amy

Thank you!矫

Regard

Cat Kendell

Alt Y P

Katy P

...for all

do for our

ministy!

-Kat Rich -

Elizabeth

Couldn't do it

without you!

Allyn

Former Trustee!