

**AGENDA
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
CARBONDALE TOWN HALL
MARCH 16, 2021
6:00 P.M.**

ATTENTION: Due to the continuing threat of the spread of the COVID-19 Virus, all regular Carbondale Board of Trustee Meetings, Special Meetings, Executive Sessions and Works Sessions will be conducted virtually. If you have a comment concerning one or more of the Agenda items please email cderby@carbondaleco.net by 5:00 pm on March 16, 2021.

If you would like to comment during the meeting please email cderby@carbondaleco.net with your full name and address by 5:00 pm on March 16, 2021. See invitation below.

Hi there,

You are invited to a Zoom webinar.

When: Mar 16, 2021 05:30 PM Mountain Time (US and Canada)

Topic: Carbondale Board of Trustees 3-16-2021 Work Session

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81552660195>

Or iPhone one-tap :

US: +12532158782,,81552660195# or +13462487799,,81552660195#

Or Telephone:

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US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592
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Webinar ID: 815 5266 0195

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<u>TIME*</u>		<u>ITEM</u>	<u>DESIRED OUTCOME</u>
6:00	1.	Downtown Summer COVID Adaptions	ATTACHMENT A Discussion
7:00	2.	RE-1 Discussion on Track Replacement	ATTACHMENT B Discussion
7:30	3.	Citizen Academy and Police Department Staffing Update	ATTACHMENT C Discussion

8:30	4.	Adjourn	

*** Please Note Times Are Approximate**



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item No: 1

Meeting Date: March 16, 2021

TITLE: Discussion on Downtown Summer COVID Adaptions

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Notes from Trustee Sparhawk, Meeting of 2/15/21
Resolution No. 8 Series 2020

BACKGROUND:

The Town of Carbondale expanded street side dining throughout Town and the block of Main Street between 3rd and 4th Streets had nightly (Monday-Saturday) street closures to allow restaurants to further expand into the street last summer.

DISCUSSION:

Trustee Sparhawk facilitated a meeting with business owners on Main Street between Third and Fourth Street in February. Her notes from the meeting and follow up questions are attached. Currently, there does not appear to be a clear consensus on the block concerning closures and expanded street side dining to accommodate COVID business restrictions. The Town Board has received various correspondence on this over the past few months.

Garfield County is currently at level Blue for COVID restrictions which limits indoor restaurant capacity at 50%. The State has a meeting with local governments on 3/15 to discuss amending the COVID Dial and possibly reducing restrictions. The State has indicated that restaurant capacity maybe increased to 70-80% capacity in July, this could change based on COVID case counts.

RECOMMENDATION:

Town Staff recommends the Board of Trustees provide input on their desires for 2021 COVID adaptions to be considered by the Town Board in a resolution at future meeting.

Prepared by: Jay Harrington

JH
Town Manager

Main Street Review of 2020 Closure and Look to the Future – Meeting Feb. 15, 2021

In Attendance: Lari and Mark Fischer(Phat Thai), Andreas Fishbacher (Allegria), Julie (Sawyers Closet), Amy Chartiers (Lulubelle), Tonic Juicery, Hilary Back, Aly and Chase(Batch), Ryan Sweeny(Brass Anvil), Renee Grossman (High Q) Erica Sparhawk (TOC), Amy Kimberly (CCD)

What Worked

- Having expanded outdoor space was crucial for Phat, Allegria and Batch
- Downtown Vibrancy was good
- 15 Minute parking spots worked well for Sawyers Closet, Brass Anvil and Tonic
- Compromise of open street in day and closed at night worked well for most
- 4 O'clock closing worked well for Batch, Phat and Allegria
- Allegria would like to see streets closed every summer to create unique ambience

What Did Not Work

- Communication with others in close proximity to Main Street was poor(Hilary Back)
- Sometimes parking in off street lots was blocked by closure (Hilary Back)
- Closed streets on Sundays made open businesses feel like an island
- Orange Baricades made street looked closed even when open (can we cover them during the day before they are being used or move them differently so not visible)
- 4 O'clock closing is not ideal for Sawyers, Tonic and Lulubelle (4:30 or 5pm would be better)
- Looking at going beyond COVID for street closure would not be accepted by Brass Anvil, Sawyers, Tonic and Lulubelle's.

What Could Improve

- Communication and signage around closure
- Marketing for retail during closure(a push for the 4-5 time inspiration)
- Equitable space - everyone has the same space configuration so that Batch is not taking up more day parking spaces)
- Barricade look and storage
- Storage of tables etc. during the day

Compromises

- Even if Allegria opens on Sundays, street will stay open on Sundays
- Batch will work with smaller street patio that expands in the evening
- Time of day for the street closure still under discussion. Restaurants prefer 4pm. Retailers prefer 4:30pm.
- Storage of tables etc. limited to one space
- Brass Anvil would like street frontage this year as well – they'll apply for the "deck"
- A banner at each end of street listing all businesses on the street

Questions for town staff:

- Can we clarify signage allowances for sandwich boards and banners and how/whether High Q can be included?

- Can we cover orange barricades partially with banners? Or other décor to help folks know the businesses are open?
- Can we store the barricades so that the street doesn't appear closed during the day? (Suggestions included covering them or making sure they are facing away from Main Street)?
- Can the restaurants who normally build a deck, forgo the deck this year and use the Town owned barricades and then expand into the street during the closure times?
- Can the street closure start earlier in the spring?
 - Or can street decks be set up earlier (similar to Bonfire) so that restaurants have a few tables outside in early spring? Lari shared that the Pullman in Glenwood gets people sitting outside right now. But people do not want to sit inside yet.
- How far can the restaurants still roll out? Was there a "fire lane" they had to leave open?
- Can the restaurant staff help put the barricades up to alleviate town staff? Maybe there could be some markings on the road so they know exactly where to put them.

Answers from Jay and Kevin:

- Each business can have one sandwich board, there are restrictions on placement in the code and there are time limits for banners. High Q can not have a sandwich board sign and has additional sign restrictions as per the Town Code.
- The barricades can't be covered nor decorated when functioning as traffic control devices. They can be covered up during the day.
- The barricades can be stored facing away from traffic.
- The restaurants can use our barriers instead of the decks during COVID restrictions, it is policy decision for the BOT if the Town wants to allow them to be used post COVID restrictions.
- If the BOT desires street closures this year, they could occur earlier. We may still need to remove snow from the street in April but should be able to work around the decks/dining areas in April.
- We still need to maintain a fire line down the middle of the street, it also provides room for bikes during a closure. Any expansion into the street would need to be similar to last year and maintain room for emergency vehicles.
- The restaurants taking ownership for setting up and taking down the traffic control would make closures easier for the Town. The street could be marked for traffic control placement locations.
- It seems that there is still dissent in the block for any regular closures, concern about post COVID plans, and unknowns about the Pour House plans.

**TOWN OF CARBONDALE, COLORADO
RESOLUTION NO. 8
SERIES OF 2020**

A RESOLUTION OF THE TOWN OF CARBDONALE, COLORADO,
AMENDING ITS LOCAL DISASTER DECLARATION TO PROVIDE FOR
THE ADMINISTRATIVE MODIFICATION OF LIQUOR LICENSED
PREMISES AND THE ISSUANCE OF ADDITIONAL OR AMENDED
REVOCABLE ENCROACHMENT LICENSES TO FACILITATE OUTDOOR
DINING AND RETAIL SPACES FOR LOCAL BUSINESSES WITHIN THE
TOWN'S RIGHTS-OF-WAY.

WHEREAS, the Town of Carbondale ("Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Carbondale Home Rule Charter (the "Charter"); and

WHEREAS, by adoption of Resolution No. 6, Series of 2020 and a Declaration of Local Disaster Emergency on March 17, 2020, the Town has declared a local disaster emergency pursuant to Section 24-33.5-709, C.R.S.; and

WHEREAS, pursuant to Section 6-1-80 of the Carbondale Municipal Code, the Liquor Licensing Authority for the City is the Board of Trustees, and the Town Clerk is vested with the authority to assist the Liquor Licensing Authority by receiving all applications and exercising discretion in forwarding matters to the Liquor Licensing Authority; and

WHEREAS, pursuant to Resolution No. 5, Series of 2014, the Board of Trustees has previously established policies for curbside outdoor dining between May 1 and October 15 of each year, and for dining establishments to have the opportunity to enter into revocable license agreements for purposes of temporary occupation and use of portions of the Town's Main Street right-of-way for this purpose;

WHEREAS, on May 15, 2020, due to public health concerns raised by the presence of COVID-19 in the state, the Liquor Enforcement Division for the State of Colorado issued Emergency Regulation 47-302 in Bulletin 20.07 ("Emergency Regulation 47-302") establishing procedures for a licensee seeking to temporarily modify the licensed premises, including into outdoor areas contiguous or adjacent to the existing licensed premises; and

WHEREAS, pursuant to Emergency Regulation 47-302, a licensee must seek permission of the relevant Local Licensing Authority in addition to the State Licensing Authority to temporarily modify its licensed premises to facilitate social distancing by employees and customers; and

WHEREAS, in order to facilitate the business of licensees and be consistent with Emergency Regulation 47-302, the Board of Trustees wishes to authorize administrative review and approval of modifications to licensed premises; and

Town of Carbondale, Colorado
Resolution No. 8, Series of 2020
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WHEREAS, in order to facilitate the business needs during periods of mandated social distancing, the Board of Trustees also wishes to authorize administrative review and approval of additional or revised revocable license agreements with both retail and dining establishments to encroach in the Town's rights-of-way; and

WHEREAS, the Board of Trustees finds and declares that it is in the best interests of the health, welfare, and safety of the residents of the Town of Carbondale to permit administrative review and approval of liquor licensed premises modifications and revocable license agreements to encroach in the Town's rights-of-way to facilitate additional social distancing opportunities and use of outdoor spaces for local businesses during the local disaster emergency.

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

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

Section 2. Resolution No. 6, Series of 2020, is hereby amended to provide the following:

A. The Town Clerk is authorized to administratively review and approve modifications of premises licensed pursuant to Carbondale Municipal Code Chapter 6, Article 1, in accordance with Emergency Regulation 47-302.

B. The Town Manager is authorized to administratively review and approve new or amended Revocable License Agreements, in the form and subject to the revised policy attached hereto as Exhibit A, to allow private encroachments upon the Town's rights-of-way in order to facilitate expansion of outdoor seating areas for dining, and outdoor sales areas for retail businesses, in accordance with all applicable social distancing policies and requirements enacted by the Town of Carbondale, Garfield County Public Health, or the Colorado Department of Public Health and Environment, as applicable. The term of Revocable License Agreements may commence on May 1 and extent until October 15 or such later date as the Public Works Director determines to commence preparation of streets for winter operations.

Section 3. Notwithstanding the foregoing, nothing herein shall excuse a licensee from complying with applicable provisions of Article 1 of Chapter 6 of the Carbondale Municipal Code or under state law, Sections 44-3-101 *et seq.* and 44-4-101 *et seq.*, C.R.S, or other conditions of the license.

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Section 4. This Resolution shall stay in effect until termination of the Town's emergency declaration, provided that all Revocable License Agreements issued or amended by the Town pursuant to this Resolution may remain in effect until October 15, 2020, or such later date as the Public Works Director may determine to commence preparation of streets for winter operations), if not terminated prior.

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees of the Town of Carbondale at a regular meeting held on May 26, 2020.

TOWN OF CARBONDALE, COLORADO

By: _____
Dan Richardson, Mayor

ATTEST:

Town Clerk

w3lpwgt0.DOCX



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Work Session Agenda Memorandum

Item No: 2 Attachment : B

Meeting Date: March 16, 2021

TITLE: Intergovernmental Agreement with Roaring Fork School District on shared facilities maintenance specifically in-regards to the resurfacing of the Carbondale Community Running Track at the Carbondale Middle School and maintenance on other shared recreation facilities.

SUBMITTING: Parks & Recreation Department

ATTACHMENTS: Copy of January 2012 IGA with Roaring Fork School District
Original Invoice from Track Resurfacing
Original Track Resurfacing Proposal from Renner
Time and Materials Budget from re-roof of dugouts and storage facilities at Tiny Nightingale Field.

PURPOSE: The Roaring Fork School District has requested a 50% reimbursement for their expenditures from the resurfacing work conducted on the running track located at the Carbondale Middle School. The overall cost of the project was \$195,000. The request is for a cost sharing from the RE-1 School District for \$97,500. This was not budgeted in the 2021 Town budget.

The Town Parks & Recreation Department has conducted some shared use facility maintenance on RE-1 School district property and is seeking a 50% reimbursement of the time and materials expended on those projects. The work conducted by Town Employee included a reroof of the Tiny Nightingale dugouts and the storage facility at that field.

BACKGROUND: The original dirt/cinder track was replaced with a synthetic, 6 lane, 400 meter all-weather track in 2003 with a seal-flex rubberized synthetic latex surface. This project was funded in part by the Town of Carbondale (\$98,800) and the RE-1 School District (\$96,493) with GOCO grant assistance (\$65,000), and in-kind services for the demo and removal of the old track by Aspen Earthmoving (\$19,129) for a total cost of \$279,422.

Since the Town of Carbondale was the qualifying grantee with GOCO an IGA was originally required in order to have the RE-1 School District as a grant partner. The IGA created for the grant dated July 2002 had language as follows: *"The District and the Town shall operate and maintain the improvements contemplated by the grant agreement"*. The grant agreement dated 2003 was for 25 years, so that is still in effect until 2028.

The installer of this original track, Southwest Recreational Industries, went out of business in 2004, and it was later found that a lack of latex binder to the track surface during the initial construction caused rapid deterioration of the rubberized track surface. Short term maintenance was thought to be around \$8,000 for a resurfacing treatment at the 8-year time frame. An additional \$59,500 had to be spent in

2010, with LE Renner Sports Surfaces. They conducted a two-coat surfacing process to extend the life of the original track and that surface had lasted until now. This expenditure was split between RE-1 and the Town of Carbondale (\$29,750 each) in accordance with the Intergovernmental Agreement between the Town of Carbondale and the RE-1 School District and the GOCO grant agreement. At that time the Town's share of that money was not budgeted so the additional maintenance costs were allocated out of the Town's Conservation Trust Fund.

Both parties entered into an updated IGA on January 2012 specific to Outdoor Athletic Fields and Facilities (see attached) which stated the following:

Town Obligation to Share Expenses for Middle School Community Track Maintenance/Repair.

The Town agrees to reimburse the District for 50% of the reasonable maintenance and repair costs associated with the Middle School Community Track as agreed to in conjunction with the Town's application for GOCO funds used to provide for partial construction of the track.

And also,

This Agreement shall automatically extend for additional one-year periods unless either party sends the other written notice of cancellation at least 30 days prior to the end of an annual term.

The IGA also states the following:

Other Joint Outdoor Athletic Fields & Facilities Improvement Projects.

It is the intent of the Town and the District that they shall, on an annual basis, meet to discuss and strategize possible joint development and use of additional athletic and recreational facilities within the Town of Carbondale, which projects might be funded by either Town and/or District funding sources including, but not limited to, grants and citizen approved special taxes. These additional facilities might be constructed upon either District and/or Town property, and would be subject to District and/or Town oversight and control based on which party's property it is constructed upon. The scope, cost, maintenance responsibilities, and funding sources of any joint use facility improvement project shall be agreed upon in writing by the parties prior to any construction or expense being incurred for such project. The spirit of any joint use facility improvement project is to ensure that the Town and the District are working in a collective partnership effort in an attempt to develop and construct additional outdoor athletic fields and facilities as reflected within the Town and the District adopted 2010 Roaring Fork School District Sports Complex Master Plan

DISCUSSION: The Town was contacted by the School District and notified of the track resurfacing project, which was in the spring of 2020 and aligned well due to covid and no formalized use of the facility at that time. The Town has not seen the scope of work details of the present track resurfacing project to be able to determine if it falls into the IGA language of "reasonable maintenance and repair costs". This resurfacing time frame does match up to the industry standards of the useable life of an outdoor track in our climate. The Town will ask the School District to clarify the scope of the rebuild to make sure it matches the existing configuration of the original grant funded project. If it is determined that the repairs made by the RE-1 School District fit that description then the Town is obligated to pay 50% of those costs. The same case could be made by the School District for the reimbursement of the Town's expenditures for the reroofing project at Tiny Nightingale dugouts and storage unit.

RECOMMENDATION: The Town, in partnership with the RE-1 School District, is bound by the GOCO grant contract until 2028 to repair and maintain the Carbondale Community Running Track. According to the IGA language the School District is willing to share the costs of the maintenance performed by Town staff on the Tiny Nightingale dugouts and storage facility, which was performed last spring due to the availability of the facilities which were not being used due to covid. The Town will request from the RE-1 School District additional information on the scope of work performed and copies of warranties and the manufacturers recommendations for ongoing maintenance. It would also be helpful to know the timeframes and process for follow up maintenance, which will be conducted by the School District. Since this project and funding partnership was put together in 2003 enough time has passed that a messaging and public outreach effort is probably needed to remind the citizens of Carbondale that this track is a public recreational amenity and that they have access to the property when it is not being used by the School District or by the Town Parks & Recreation Department.

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager

**INTERGOVERNMENTAL AGREEMENT
TOWN OF CARBONDALE & ROARING FORK SCHOOL DISTRICT RE-1**

Outdoor Athletic Fields and Facilities

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is by and between the TOWN OF CARBONDALE, COLORADO ("Town"), and the ROARING FORK SCHOOL DISTRICT RE-1 ("District"), and shall be effective January 1, 2012, regardless of the actual date of execution by the parties.

WHEREAS, the Town and the District desire to collaborate to share existing outdoor athletic fields and facilities on Town and District owned properties to meet the recreational and athletic needs of both the Town and the District; and

WHEREAS, as funding becomes available, the Town and the District desire to collaborate to develop future outdoor athletic fields and facilities on Town and District owned properties to meet the recreational and athletic needs of both the Town and the District; and

WHEREAS, the Town may assist in future funding to develop outdoor athletic fields and facilities on Town and District owned properties through Great Outdoors Colorado (GOCO) grants; and

WHEREAS, the Town is in need of additional athletic fields for use in connection with programs sponsored or facilitated by the Carbondale Recreation Department; and

WHEREAS, the Town and the District have previously shared the use and some maintenance of outdoor athletic fields and facilities on Town and District owned properties pursuant to an agreement effective May 1, 1999, and the Town and the District wish to enter into this Agreement for the mutual benefit of both parties relating to such matters which shall supercede and replace the 1999 agreement; and

WHEREAS, Colorado law authorizes the parties to enter into intergovernmental agreements;

NOW, THEREFORE, it is hereby agreed:

1. Properties and Facilities.

a. The District Property. The District's properties and facilities subject to the terms of this Agreement (the "District Property") shall include:

- (1) the Roaring Fork High School complex (includes two existing athletic fields and the basketball court); at
- (2) the Carbondale Middle School complex (includes the existing baseball field and athletic field south of the school (known as the Tiny Nightingale Field), the Ron Patch baseball field and athletic field east of the Middle School, the Carbondale Community Track at the Middle School stadium (but not including the football field at the Middle School Stadium, which is specifically excluded from the terms

of this Agreement), and the basketball courts immediately south of the Middle School stadium); and

- (3) the Bridges High School field (includes the existing soccer field and athletic field south of the school).

b. The Town Property. The Town's properties and facilities subject to the terms of this Agreement (the "Town Property") shall include:

- (1) The North Face Park complex (includes the existing baseball and soccer field, tennis courts, and skate park);
- (2) The River Valley Ranch Triangle Park (includes the existing baseball and soccer field and the River Valley Ranch public tennis courts).

2. Allocation of Use.

a. Town Use of District Property.

(1) Summer Months. Subject to the provisions of this Agreement, the Town may use District Property during the summer months when school is not in session at any time other than when the District schedules authorized athletic practices or school-sponsored activities related to other District programs. At least forty-five (45) days before the last day of school prior to the regularly scheduled summer vacation, the District shall provide written notice to the Town of the portions of the District Property which the District anticipates will be utilized by the District use during the summer, and the times of those uses. Upon reasonable notice to the Town, the District may subsequently make changes in this summer schedule, but only if such changes are reasonably necessary for the District to implement District-authorized summer athletic practices or programs.

(2) School Year. During other times when school is in session during the regularly scheduled school year (approximately the last week of August through the first week of June), the Town may utilize District Property at times which do not conflict with the use of the District for its athletic teams or District activities. For purposes of this Agreement, the periods of time during the regularly scheduled school year when the Town utilizes District Property shall be referred to as periods of "Joint Use." The District shall advise the Town, in writing, on or before August 1st of the times and hours the District reasonably expects to need the District Property during the upcoming school year. Upon reasonable notice to the Town, the District may thereafter make changes in the times when their property may be available for Joint Use by the Town during the school year as reasonably necessary for use for District athletic and school activities. Whenever practicable, the District shall provide the Town with sufficient notice of any changes in the District's schedule to permit the Town to relocate or reschedule the Town's use of District Property.

(3) Third Party Usage. In all cases, subject to the terms and conditions of this Agreement, the parties intend for the District to have first priority and the Town to

have second priority for use of the District Property, before other organizations, such as other school districts and/or club sports. During the fall, winter and spring months when school is in session, any third party organization (including club sports not sponsored or facilitated by the Town) which desires to utilize the District Property shall contact the District during the school year to obtain permission and authorization to utilize the District Property. During the summer months (June, July, August) when school is not in session, the District shall refer such other organizations to the Town to arrange for permission to use the District Property.

- b. District Use of Town Property. Subject to the provisions of this Agreement, when school is in session during the regularly scheduled school year (generally the fall, winter and spring), the District may utilize the Town Property at any time which does not conflict with the Town's uses of the same for recreational and athletic sports programs and activities sponsored or facilitated by the Town. In all cases, subject to the terms and conditions of this Agreement, the parties intend for the Town to have first priority use and the District to have second priority use of the Town Property, before other organizations, such as other school districts and/or club sports. All proposed uses of the Town Property by the District shall be subject to approval by the Town's recreation director prior to use by the District.
- c. Adverse conditions. Either the Town or the District may prohibit or limit use of its respective property if either reasonably believes it is necessary to do so because of the condition of the property.

3. Permitted Uses.

The District's usage of the Town Property and the Town's usage of the District Property pursuant to this Agreement shall be limited to athletic and recreational purposes only, including baseball, softball, soccer, football, basketball, tennis, rugby, lacrosse, and other similar athletic and recreational uses, but excluding bicycle polo or other similar motorized or non-motorized vehicular uses of playing fields. No other uses shall be allowed except through separate written authorization of the owner of the property concerned.

4. Water Rights/Irrigation.

The Town and the District mutually desire to irrigate the Town's North Face Park, and the Roaring Fork High School Complex with non-potable water diverted from the Crystal River pursuant to the historical irrigation water rights associated with these lands, most of which derive from the Ella Ditch. However, from a physical standpoint, it would be preferable to divert this water physically from the Carbondale Ditch (a/k/a Town Ditch), which flows across the Roaring Fork High School complex east of and parallel to State Highway 133, instead of from the Ella Ditch. In order to facilitate the parties' ability to divert water from Town Ditch pursuant to the water rights associated with the Ella Ditch, the parties further agree as follows:

- a. No later than December 31, 2012, the Town shall prepare and file an application with the District Court in and for Water Division No. 5 ("Water Court") for the purpose of establishing the right to divert water rights decreed to the Ella Ditch that are associated with

the Town's North Face Park and the District's Roaring Fork High School complex through the Town Ditch structure for use upon these properties. The costs of this proceeding shall be paid by the Town, provided that any additional measuring devices or infrastructure that are required by the Water Court in order to facilitate usage of Ella Ditch water rights through the Town Ditch structure shall be shared by the parties proportionate to the parties' anticipated usage of the Ella Ditch water rights upon the parties' respective properties. If, at any point prior to finalization of a Water Court decree authorizing the delivery of Ella Ditch water rights through the Town Ditch, the Division of Water Resources should administer water rights on the Crystal River in any manner which limits or inhibits the Town's ability to provide raw irrigation water to the Roaring Fork High School complex through the Town Ditch system, the District agrees to abide by any valid directives or orders of the Division of Water Resources regarding the same. Furthermore, once a final Water Court decree issues, the District agrees to abide by any terms and conditions in such decree relating to the measurement or use of irrigation water upon the Roaring Fork High School complex property; provided, however, the Town agrees that it shall consult with the District prior to entering into any Stipulated Water Court Decree that reduces the amount of water available to the District to irrigate the Roaring Fork High School Complex or requires the parties to construct a new diversion structure on the Town Ditch or the Ella Ditch in order to accomplish the irrigation of the Town's North Face Park and the District's Roaring Fork High School Complex as set forth in this paragraph. In the unlikely event that the Town is unable to achieve a change of the Ella Ditch water rights upon satisfactory terms and conditions to allow usage thereof through the Town Ditch, the District and the Town shall jointly develop delivery systems to utilize irrigation water delivered through the Ella Ditch to the Town and District Properties historically irrigated thereby, and the District shall discontinue and abandon its pumping system from the Town Ditch.

b. In order to accommodate that Town's usage of water pumped from the Town Ditch for irrigation of the Town's North Face Park and properties downstream, the District agrees to complete the installation of and thereafter maintain a four-inch pressurized line for use by the Town in delivering water across the Roaring Fork High School complex to the Town's North Face Park from the pressurized irrigation system that the District has developed at Roaring Fork High School. This line shall extend from the diversion structure on the Town Ditch to the existing Town irrigation vault within the Town's North Face Park generally along the alignment depicted in red on the aerial photo attached hereto as Exhibit 1. The cost of the installation of this line shall be borne by the District, as shall future expenses of operating the pressurized irrigation system and maintenance of this line. The District shall convey to the Town permanent, non-exclusive easements sufficient to enable future operation, maintenance, repair and/or replacement of this water line and all features of the non-potable irrigation system that are necessary to collect and pipe irrigation water through this four-inch pressurized line to the Town's North Face Park.

Except as set forth above (or as otherwise provided in Attachment A as to shared maintenance of the Tiny Nightingale Field), the Town shall be responsible for irrigation of the Town Property and the District shall be responsible for irrigating the District Property, utilizing the historical non-potable irrigation water rights associated with these properties. In the event of any shortage of non-potable irrigation water supplies, treated water from the Town's municipal water system may be utilized, provided that the District shall pay all tap fees and service charges applicable to any such usage of treated water for irrigation of the

District Property according to the terms of the Carbondale Municipal Code in effect at the time of connection or use, as applicable. The obligations set forth in this Section 4 shall survive any termination of this Agreement unless otherwise mutually agreed in writing by both parties.

5. District Obligation Regarding Relocation of Bridges High School Soccer Field.

On or before the loss of the existing regulation-size soccer field at the Bridges High School due to residential development by the District within the Community Partnership Village P.U.D., the District shall make available an equivalent regulation-size soccer field ("Replacement Field") for shared usage between the Town and the District as set forth in this Agreement. Upon such Replacement Field being made available, the term "District Property" above shall be deemed amended to delete the Bridges High School Field and replace it with the Replacement Field. From and after that point, the District and Town will cooperate to reconcile any potential conflict between school-related recreational uses of the Replacement Field and Town usage of the same. In the event the designated field is needed for a future school facility site, the District agrees to replace the field with a regulation-size field at another location within the Town of Carbondale. The District's obligations under Section 7 of the Amended Planned Unit Development Agreement for the Community Partnership Village Planned Unit Development dated April 20, 2010 and recorded on May 13, 2010 at Reception No. 786036 ("Amended PUD Agreement") regarding access to and use of a regulation-sized soccer field shall have been complied with by making either the Bridges High School field available, or another field available within the Town of Carbondale, for exclusive Town usage after 4:00 p.m. on school days unless otherwise agreed to in writing by the parties pursuant to a subsequent intergovernmental agreement developed pursuant to Section 7.1 of the Amended PUD Agreement.

6. Town Obligation to Share Expenses for Middle School Community Track Maintenance/Repair.

The Town agrees to reimburse the District for 50% of the reasonable maintenance and repair costs associated with the Middle School Community Track as agreed to in conjunction with the Town's application for GOCO funds used to provide for partial construction of the track.

7. Miscellaneous Additional Conditions.

- a. During the summer months when school is not in session, the Town will remove and haul all litter and trash from all District Property utilized by the Town during such period on a regular basis.
- b. Any property damaged during use pursuant to this Agreement shall be promptly repaired by the party whose use occasioned the damage, ordinary wear and tear excepted.
- c. The Town and the District mutually agree to attempt to reasonably schedule each of their and any authorized third-party uses of the Town Property and District Property to avoid user conflicts (such as high intensity adult activities alongside activities for small children).

- d. The Town and District mutually agree to provide, or to require any authorized third-party organization to provide, reasonable and appropriate supervision of any activity occurring on the other party's property pursuant to this Agreement. The party which authorizes or sponsors any activity pursuant to this Agreement shall hold harmless the other party from and against any risk, damage or liability resulting from inadequate supervision of such activity.
- e. The parties' responsibility for maintaining (defined to include seeding, mowing, and fertilizing) all grass areas, irrigation systems and portable toilet facilities upon the Town Property or the District Property shall be allocated as specified in Attachment A. For purposes of this provision, irrigation system maintenance shall be deemed to include maintenance and operation of all sprinkler heads, lines, and pumps, together with all electrical connections and charges related to the same. If either party refuses or fails to conduct required maintenance, or to repair any damage occasioned during use of the other party's property pursuant to this Agreement, within fifteen (15) days following written notification from the other party, the other party may perform the necessary maintenance and/or repair the damage at its own expense and shall invoice the responsible party for these costs.
- f. Any authorized user of Town Property or District Property pursuant to this Agreement shall provide for its own special preparation of an outdoor athletic field and facility (e.g., infield dragging & field lining), unless arrangements are made and agreed upon otherwise. Upon completion of the activity, unless other arrangements are made, the property used shall be restored to its prior condition.
- g. Whenever either party is authorized to use the other party's property or facilities pursuant to this Agreement, said authorization shall be deemed to include access to and use of nearby adjacent parking lots so long as usage thereof does not unreasonably interfere with other contemporaneous District or Town parking needs.
- h. All uses of District Property pursuant to this Agreement shall comply with the District's drug free zone requirements, including the prohibition of all use of alcohol.
- i. Neither the Town nor the District shall make any significant physical modifications to the other party's property without prior written approval of the other party. If either the Town or the District shall desire to make any physical modifications to their own properties which may affect the use of such property by the other as set forth in this Agreement, the Town or the District shall first notify the other of the anticipated changes before commencing work. This provision shall not be construed to apply to ordinary maintenance pursuant to Section 8.e, above.

8. Other Joint Outdoor Athletic Fields & Facilities Improvement Projects.

It is the intent of the Town and the District that they shall, on an annual basis, meet to discuss and strategize possible joint development and use of additional athletic and recreational facilities within the Town of Carbondale, which projects might be funded by either Town and/or District funding sources including, but not limited to, grants and citizen approved special taxes. These additional facilities might be constructed upon either District and/or

Town property, and would be subject to District and/or Town oversight and control based on which party's property it is constructed upon. The scope, cost, maintenance responsibilities, and funding sources of any joint use facility improvement project shall be agreed upon in writing by the parties prior to any construction or expense being incurred for such project. The spirit of any joint use facility improvement project is to ensure that the Town and the District are working in a collective partnership effort in an attempt to develop and construct additional outdoor athletic fields and facilities as reflected within the Town and the District adopted 2010 Roaring Fork School District Sports Complex Master Plan.

9. General Provisions.

- a. **Insurance:** The Town and the District shall each procure, at their own expense, additional liability insurance coverage naming the other (District or Town) for claims or losses arising by reason of their use of the other party's property pursuant to this Agreement. Said coverage shall name the property owner (District or Town) as an additional insured and shall be primary in the event of any loss occasioned during the insuring party's use of the other party's property pursuant to this Agreement. Proof of such insurance shall be furnished by each party to the other at least annually, and said insurance coverage shall provide for 30 days written notice in advance of cancellation to all insured parties, including additional insureds. Said additional coverage shall at a minimum equal or exceed the liability limits established by the Colorado Governmental Immunity Act. For so long as this Agreement is in effect, the District and the Town shall also each maintain their own separate liability and property insurance coverage as to properties they each respectively own.
- b. **Non-waiver of governmental immunity.** This Agreement is not intended and shall not be construed as a waiver of the rights of either party, or its respective boards, agents, employees, or officers, under the Colorado Governmental Immunity Act.
- c. **Term.** This Agreement shall continue and be in effect for an initial term of three (3) years commencing on January 1, 2012. Thereafter, this Agreement shall automatically extend for additional one-year periods unless either party sends the other written notice of cancellation at least 30 days prior to the end of an annual term, or the parties mutually agree in writing to terminate or amend this Agreement (which may occur at any time).
- d. **Not Assignable:** This Agreement shall not be assignable, in whole or in part, by the Town or by the District, except upon written approval of the other party.
- e. **Binding Effect:** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and assigns of all kinds.
- f. **Notices:** All notices required or given hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours following date of posting by regular United States mail, postage prepaid, addressed as follows:

Town: Town Manager
 Recreation Director
 Public Works Director

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

District: Director of Support Services
Roaring Fork School District
1405 Grand Avenue
Glenwood Springs, CO 81601

Notice also may be given by facsimile transmission and shall be effective upon receipt.

- g. Prior Agreements: This Agreement shall supersede and replace all prior agreements between the parties regarding shared usage of outdoor athletic fields and facilities.

TOWN OF CARBONDALE, COLORADO

By: Stacey Bernot 6/26/12
Stacey Bernot, Mayor (date)

ROARING FORK SCHOOL DISTRICT RE-1

By: Dannon Praeland 7/12/12
ASST. Superintendent (date)

Attachment A
Parties' Responsibilities Maintaining Grass Areas, Irrigation Systems, Portable Toilets

Field	Field Owner	Irrigation	Slit Seeding	Mowing	Fertilizing	Portable Toilets
Tiny Nightingale Field	D	T	T	D	T	T
Ron Patch Field	D	D	D	D	D	T & D (a)
RFHS Practice Field A	D	D	D	D	D	T
RFHS Practice Field B	D	D	D	D	D	T
Bridges Athletic Field	D	D	D	D	D	T
Triangle Park	T	RVR	RVR	RVR	RVR	T
North Face Park	T	T	T	T	T	T

D = School District

T = Town

RVR = River Valley Ranch maintains field in conjunction with PUD Agreement

(a) = District covers cost of toilets during high school baseball season & Town during summer use.

APPLICATION AND CERTIFICATE FOR PAYMENT

ROARING FORK SCHOOL DISTRICT (44138)	PROJECT: Carbondale MS Track	APPLICATION NO: 001
1405 GRAND AVE	1405 Grand Ave	PERIOD TO: 2020-05-31
USA 81601	Glenwood Springs, CO 81601	PROJECT NOS: 1158
		INVOICE NO: 685145
FROM CONTRACTOR: Fieldturf USA Inc. 175 North Industrial Blvd. Calhoun, GA	PLEASE REMIT PAYMENTS TO: 7445 Côte-de-Liesse Road, Suite 200 Montreal, Quebec, H4T 1G2 or 175 North Industrial Blvd NE Calhoun GA 30701 USA	WIRE INFORMATION Bank: Bank of America Account Name: Fieldturf USA Inc. Account Number: 4427657126 Transfer routing (ABA): 026009593 ACH routing (ABA): 111000012
CONTRACT FOR:		CONTRACT DATE: 3/20/2020

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract

1. ORIGINAL CONTRACT SUM	\$ 195,000.00
2. Net change by change orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 & 2)	\$ 195,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column g on Continuation Sheet)	\$ 175,500.00
5. RETAINAGE:	
a. 10.00% of Complete Work (Columns D & E)	\$ 17,550.00
b. % of Stored Material Column F	\$
Total Retainage (Line 5a 5b or Total in Column I)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 157,950.00
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 157,950.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 37,050.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		
NET CHANGES by change order		

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown here is now due.

CONTRACTOR:

BY:

Melanie Gauthier

Date: 2020-05-28

State of: Quebec, Canada
County of Montreal
Subscribed and sworn to before
me this 28 day of May 2020

Notary Public: Michelle Robillard

My Commission expires: 2020-7-16



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform in the amount certified.)

BY:

Date:

This certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor 's signed
 Certification, is attached. In tabulations below, amounts are stated to the nearest dollar.
 Use column I on contracts where variable retainage for the line items apply

APPLICATION NO: 001
 APPLICATION DATE: 2020-05-28
 PERIOD TO: 2020-05-31
 PROJECT NUMBER : 1158

Carbondale MS Track

Job: 88007335

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLCIATION (D&E)	THIS PERIOD					
1	Track Resurfacing	195,000.00	0.00	175,500.00	0.00	175,500.00	90.00	19,500.00	17,550.00
		195,000.00	0.00	175,500.00	0.00	175,500.00	90.00	19,500.00	17,550.00



Date: March 17, 2020

To: Jeff Gatlin
Chief Operating Officer
Roaring Fork Schools
jgatlin@rfschools.com

From: Kevin Rosser
L.E.R., Inc. dba Renner Sports Surfaces

Phone: 303-825-3435 Fax: 303-825-3439

Email: krosser@rennersports.com

Subject: **Carbondale Middle School (Roaring Fork High School)**
180 Snowmass Dr,
Carbondale, CO 81623

FieldTurf USA Inc. is pleased to present the following proposal. Price estimates are based off the Colorado BOCES cooperative purchasing agency. Colorado BOCES is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #20

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

FieldTurf USA, Inc. & L.E.R., Inc. d/b/a Renner Sports Surfaces ("Renner Sports") hereby submits the following specifications and pricing estimate to:

1. Remove and properly dispose of latex surface.
2. Minor patching and asphalt leveling.
3. Thoroughly clean existing track and event areas.
4. Install BSS Primer on track and event areas.
5. Resurface of track oval, d zone, and long jump with BSS100 (5,258 SY) - Red or Black included – Custom colors can be done an additional cost
6. Restripe all lines and markings according to NFHS and CHSA specifications.

(After surface removal, the asphalt condition will be assessed to determine if any remediation is required. This may entail additional costs.)

We hereby propose to furnish labor and materials – complete in accordance with the below specifications, for the sum of: **One hundred and Ninety-Five Thousand Dollars and no/100 (\$195,000.00).**

All material is guaranteed as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be executed only upon written change orders, and may become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and, if not accepted, is cancelable and voidable thereafter at the option of Renner Sports.

Unless otherwise provided herein, all labor and materials will be warranted for a period of one (1) year from date of substantial completion **except for cracking and heaving** which shall carry no warranty. Should the materials prove to be defective or the workmanship faulty within the **one (1) year warranty** period, the defects will be remedied within a reasonable time from Renner's receipt of notice of the defects, subject to weather conditions and crew schedule.

Carbondale Middle School Track
 March 17, 2020
 Page 2 of 3

This proposal excludes any permits or fees, which may be required in your jurisdiction. If permits or plan fees are required, the owner will be liable for all associated additional costs and expenses.

When patching cracks or resurfacing tracks with cracking, Renner Sports guarantees the cracks will reappear, and that they can reappear within 24 hours, depending upon temperature fluctuations.

Concealed, Unforeseen and/or Latent Conditions – Older tracks that have been resurfaced multiple times may experience widespread peeling of the coatings from the substrate following resurfacing. There comes a point where the coatings become too thick and the bond to the substrate is compromised. There is no way to ascertain this condition prior to resurfacing. Should this condition occur, the removal of the old coatings will be accomplished on a time and materials basis and billed to the owner.

For track repair work involving asphalt paving in any form, please be aware that we have experienced contamination of asphalt mixes during recent years, and we cannot guarantee against this contamination. Should this condition occur, the owner will be responsible for all associated additional costs and expenses.

If digging is required, Renner Sports shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although reasonable care will be taken when Renner is advised of their presence. This proposal is predicated upon normal digging conditions, and if rocks are encountered, the owner will be responsible for all associated additional extra time and equipment costs necessitated to complete the work.

The owner shall establish and provide suitable access to the construction site; Renner will not be liable for any damages to the construction site and/or site restoration due to unsuitable access. Potable water will be available within fifty feet (50') of the site (along with a standard ¾" garden hoses).

Payments. The below payment schedule will be required and requires a down payment/deposit of 0% of the proposed amount prior to ordering materials and scheduling work. Progress payments will be required according to the following milestones:

Monthly Progress Payments, 100% upon completion

Payment requests will be issued in accordance with the above payment schedule and are due within ten (10) days of the date of invoice. Work may be suspended and/or delayed if progress payments are not timely and current. **Accounts shall be considered overdue and delinquent thirty (30) days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 ½% per month (18% annually) and will be subject to all charges necessary for collection, including, but not limited to, all attorney's fees and all related legal costs. Final payment shall become due upon completion of contractor's work. Opening or use of an installation by owner shall be considered acceptance. Liens and/or bond claims will be filed on delinquent accounts. In the event of termination by owner, the contractor shall be paid for all work performed to date and for all materials ordered, manufactured and/or procured as of the date of termination.**

The contractor is not liable for delays caused by strikes, the inability to secure adequate materials, fuel shortage, weather conditions, mechanical failures, Acts of God, *force majeure* and/or any other cause beyond Renner Sports' control.

Renner Sports is a non-union entity and is not bound by any organized labor agreements and/or collective bargaining agreements.

It is understood that if a soil sterilant is applied, it is in an effort to retard weed growth as much as possible and no guarantee or warranty as to its effectiveness is expressed or implied. Contractor is not responsible for cracks due to heaving, soil expansion, frost, other conditions, *force majeure* and/or Acts of God.

This proposal is predicated upon standard construction and industry practices developed over the past twenty-five (25) years. Be advised that it is inherent in all asphalt and concrete to crack and Renner will not be responsible for all such cracks. Renner cannot be responsible for ground movement and heaving or settling of the soils. This proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. Renner Sports disclaims any and all liability for soil heaving, but will modify this proposal to include any work, as recommended by the owner's soils engineer.

If the proposed work cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

Carbondale Middle School Track
March 17, 2020
Page 3 of 3

EXCLUSIONS:

- Permit Fees: Owner will provide
- **Any Sales Tax**
- Design
- Removal and replacement of unsuitable sub-base material
- Contaminated soils
- Utility Adjustments
- Testing of soils
- Pavement Markings, Berms or wheel stops.

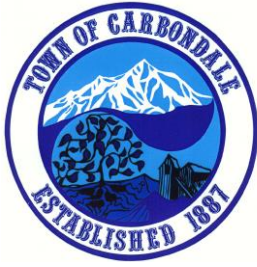
NOTES:

- Cure time on new asphalt and concrete is 28 days prior to receiving new track surface
- While surfacing and striping are being done, water systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces.
- Price based on one mobilization. Monday- Friday Operations.
- School will need to determine a staging area for materials delivery and equipment.
- Owner or others are required to provide paved or stoned roadway to site.
- Contractor not responsible for repairing entry to site.
- Contractor not responsible for repair and restoration of all site areas outside of track.
- Proposal includes only what is specifically stated in this proposal.

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: eric.fisher@smartbuycooperative.com.

If the price above is approved please make the PO or contract out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701.

<u>Tiny Nightingale Dugouts and Storage Building Budget</u>					
Dugouts	Rec Employee Hours	Rate		Total	
	16 hours	\$22.00		\$352.00	
Roof Sq Footage x 2	Metal Roof Cost/sq foot	ProPannel 2		Total	
260 x 2 = 520 sq feet	\$32.98 / 3' x 12' for 36 sq feet x 15 panels			\$494.70	
Storage Roof	Rec Employee Hours	Rate		Total	
	80 hours	\$22.00		\$1,760	
Roof Sq Footage	Metal Roof Cost/ foot	Pro Panel 2		Total	
1,200 sq feet	\$32.98 / 3'X 12" for 36 sq feet x 34 panels			\$1,121.32	
		Project Total		\$3,728.02	



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Workshop Agenda Memorandum

Item No:

Meeting Date: 03/16/2021

TITLE: Carbondale Police Department Citizen Academy and Staffing Update

SUBMITTING DEPARTMENT: Police Department

BACKGROUND

Carbondale Citizen Academy

The Carbondale Police Department receives multiple calls from the community weekly asking officers questions regarding law and why we do what we do. To increase department transparency, connect with our community and answer questions along the way, the Carbondale Police Department has established a Citizens Academy. We are currently working on having an English and Spanish academy this spring.

The academy will meet once a week for 5-weeks. Each class will cover a different topic. The academy will start by having a two-way conversation about the Carbondale Police Department and what questions community members would like answered during the academy. The main topics that will be explored will include, but not limited to, Use of Force, the Fourth Amendment (Detention and Arrest), Investigations and the School Resource Officer position. Due to the constantly changing COVID-19 restrictions the academies will be limited to ten (10) attendees per academy. The academy will start virtually and depending on COVID-19 restrictions we may be able to move to in-person.

Staffing Levels

The Carbondale Police Department has seen a steady increase in crimes requiring a significant amount of time to investigate. The department does not have a full-time investigator available to dedicate the appropriate amount of time and resources many of these crimes deserve. Sex assaults, especially those involving children, require a tremendous amount of time and resources to properly investigate. By withdrawing from the drug task force, the department will immediately gain an investigator position. With that position, the department will have the ability to work on the increasing crimes

requiring our attention but will also be able to work with the drug task force when appropriate.

Currently, officers who take the initial call of a crime work and investigate that crime from start to finish. The benefit of using this method is that all officers gain experience in a relatively rapid amount of time. The negative side of this method is officers who are working overnight face numerous challenges following-up with victims, interviewing witnesses and suspects and using the services of River Bridge Regional Center and other resources. Additionally, the department runs into consistency issues when each officer has different levels of training and experience. Consistency is crucial to successful prosecution of highly technical crimes.

DISCUSSION

To both increase transparency and strengthen our relationship with our community, the Carbondale Police Department will begin Citizen Police Academies both in English and Spanish. Officers will have an opportunity to hear what the community's concerns and questions are and the community will have an opportunity to connect with our department.

Additionally, to provide better services to our community, the Carbondale Police Department will be withdrawing from the drug task force. This will provide the community with a full-time investigator with more time, to receive thorough training and investigate incoming crimes with the detail and compassion they deserve. The department will still be available to work with the drug task force when appropriate.

FINANCIAL: N/A

RECOMMENDATION:

We recommend initiating online Carbondale Police Department Citizen Academies this April, with the potential to move to in-person.

We recommend withdrawing from the drug task force and creating a full time Investigator position. The Investigator will attend several advanced trainings in the areas of Fraud, Sex Assault (including adults and children as victims), Elder Abuse, Internal Affairs and more.

Prepared By: Kirk Wilson