

**CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
MAY 26, 2020**

**VIRTUAL MEETING
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 May 26, 2020.

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 May 26, 2020. You will receive instructions on joining the meeting on line prior to 6:00 p.m. Also, you may contact cderby@carbondaleco.net to get a phone number to listen to the meeting, however, you will be unable to make comments.

You may also watch a live streaming of the meeting on You Tube. Search Town of Carbondale May 26, 2020 meeting. Please be aware that you will experience a 15-30 second delay.

TIME*		ITEM	DESIRED OUTCOME
6:00	1.	Roll Call	
6:00	2.	Consent Agenda a. Accounts Payable b. Liquor License Renewal – Sopris Liquor & Wine c. Tobacco License Renewal – Sopris Liquor & Wine d. Tastings Renewal – Sopris Liquor & Wine e. Automatic Voltage Regulator Agreement	ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E BOT Action Desired
6:05	3.	Persons Present Not On The Agenda	
6:15	4.	Trustee Comments	
6:25	5.	Attorney's Comments	
6:30	6.	Public Hearing – Retail Marijuana Store Transfer of Ownership Application – Applicant: HQ Sopris, LLC Location: 922 Highway 133	ATTACHMENT F BOT Action Desired

6:40	7.	Discussion on COVID-19 Business Accomodations 1) Main Street 2) Parking Lot Waivers 3) Resolution 7, Series of 2020- Outdoor Dining	ATTACHMENT G BOT Action Desired
7:30	8.	COVID -19 Update Re-Visit COVID-19 Financial Contributions	ATTACHMENT H Possible BOT Action
8:30	9.	Correspondence/Minutes a. YouthZone Thank You Letter b. Planning & Zoning Commission 3-12-20 Minutes c. Carbondale Public Arts Commission 3-4-20 Minutes d. Carbondale Historic Preservation Commission 3-5-20 Minutes e. Parks & Recreation Commission 3-11-20 Minutes f. Environmental Board 5-21-20 Minutes	ATTACHMENT I Information Only
8:30	10.	Adjourn	

*** Please note: times are approximate**



Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 05.26.2020

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 05.26.2020

DISCUSSION: The accounts payable include work on the pickleball court to Screamin Eagle Trucking for \$8,800.00. The generator for the Crystal Well was purchased from Cummins Rocky Mountain for \$40,761.20. Mountain Waste was paid \$43,147.97 for the April Town trash service. Chip sealing, Snowmass path overlay, crack sealing and spray injections patching was completed throughout Town for \$72,527.50.

The payroll for 5.15.2020 was \$159,357.56. Tax liability for the town was \$9,452.14. Pension and Retirement liability was \$10,307.96.

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

Renae

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Vendor	Vendor Name	GL Acct No Description	Invoice No	PO No	Invoice Date	Amount
01-2175	INSURANCE PAYABLE					
10660	CEBT	Group Health Insurance Premium	050120	13580	05/01/2020	102,144.20
Total 01-2175:						102,144.20
01-2177	GARNISHMENTS PAYABLE					
19540	FAMILY SUPPORT REGISTRY	GARNISHMENT	051520	13581	05/15/2020	227.07
Total 01-2177:						227.07
01-4194-3410	UTILITIES					
92495	BLACK HILLS ENERGY	PUBLIC WORKS	050120	13578	05/01/2020	185.85
01-4194-3410	UTILITIES					
92495	BLACK HILLS ENERGY	TOWN HALL	050120	13578	05/01/2020	223.92
01-4194-3410	UTILITIES					
92495	BLACK HILLS ENERGY	THOMPSON HOUSE 301 LEWIE	050120	13578	05/01/2020	4.48
01-4194-3410	UTILITIES					
71380	SUNCENTRAL	TOWN HALL	050120	13583	05/01/2020	1,118.88
01-4194-3410	UTILITIES					
71380	SUNCENTRAL	UNIT PV	050120	13583	05/01/2020	373.29
Total 01-4194-3410:						1,906.42
01-4310-3410	UTILITIES					
71380	SUNCENTRAL	DOWNTOWN SIGN	050120	13583	05/01/2020	203.64
01-4310-3410	UTILITIES					
71380	SUNCENTRAL	IRRIGATION	050120	13583	05/01/2020	137.88
01-4310-3410	UTILITIES					
71380	SUNCENTRAL	STREET LIGHTS	050120	13583	05/01/2020	12.73
01-4310-3410	UTILITIES					
71380	SUNCENTRAL	DT ELECTRIC CIRCUIT	050120	13583	05/01/2020	199.57
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	THOMPSON HOUSE	050120	13576	05/01/2020	61.82
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	206 JEWELS LANE	050120	13576	05/01/2020	48.40
01-4310-3410	UTILITIES					
57760	XCEL ENERGY	200 JEWELLS LANE	050120	13576	05/01/2020	14.29
Total 01-4310-3410:						678.33
01-4500-3410	UTILITIES					
92495	BLACK HILLS ENERGY	ARENA BUILDING	050120	13578	05/01/2020	40.57
01-4500-3410	UTILITIES					
71380	SUNCENTRAL	N.F. BALLFIELDS	050120	13583	05/01/2020	352.55
01-4500-3410	UTILITIES					
71380	SUNCENTRAL	NORTHFACE	050120	13583	05/01/2020	44.56
Total 01-4500-3410:						437.68
01-4520-3410	UTILITIES					
71380	SUNCENTRAL	HENDRICKS PARK	050120	13583	05/01/2020	71.27
01-4520-3410	UTILITIES					
71380	SUNCENTRAL	PARK RR	050120	13583	05/01/2020	26.12
01-4520-3410	UTILITIES					
71380	SUNCENTRAL	SOPRIS PARK	050120	13583	05/01/2020	12.73
01-4520-3410	UTILITIES					
71380	SUNCENTRAL	SOPRIS II	050120	13583	05/01/2020	15.37

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Total 01-4520-3410:						125.49
31-4335-3410 UTILITIES						
92495 BLACK HILLS ENERGY		WWTP HEADWORKS 171 HWY	050120	13578	05/01/2020	269.57
31-4335-3410 UTILITIES						
92495 BLACK HILLS ENERGY		WW GARAGE	050120	13578	05/01/2020	58.69
31-4335-3410 UTILITIES						
92495 BLACK HILLS ENERGY		DIGESTER	050120	13578	05/01/2020	1,745.59
31-4335-3410 UTILITIES						
92495 BLACK HILLS ENERGY		UTIL ADMIN (1/2) 171 HWY 133	050120	13578	05/01/2020	26.12
31-4335-3410 UTILITIES						
92495 BLACK HILLS ENERGY		A BASIN	050120	13578	05/01/2020	78.98
Total 31-4335-3410:						2,178.95
41-4336-3410 UTILITIES						
92495 BLACK HILLS ENERGY		RFWTP 610 N 4TH ST	050120	13578	05/01/2020	125.39
41-4336-3410 UTILITIES						
92495 BLACK HILLS ENERGY		WATER GARAGE	050120	13578	05/01/2020	25.37
41-4336-3410 UTILITIES						
92495 BLACK HILLS ENERGY		UTIL ADMIN (1/2) 171 HWY 133	050120	13578	05/01/2020	26.11
41-4336-3410 UTILITIES						
25760 HOLY CROSS ENERGY		RF WELL	050220	13577	05/02/2020	292.95
41-4336-3410 UTILITIES						
71380 SUNCENTRAL		CRYSTAL WELL	050120	13583	05/01/2020	24.48
41-4336-3410 UTILITIES						
71380 SUNCENTRAL		RFWTP	050120	13583	05/01/2020	69.03
Total 41-4336-3410:						563.33
71-4632-3410 UTILITIES						
92495 BLACK HILLS ENERGY		101 HWY 133 1A TRAILER	050120	13578	05/01/2020	25.60
Total 71-4632-3410:						25.60
75-4500-3410 UTILITIES (ELECTRIC)						
71380 SUNCENTRAL		REC CTR	050120	13583	05/01/2020	16.13
Total 75-4500-3410:						16.13
75-4500-3450 UTILITIES						
92495 BLACK HILLS ENERGY		REC CTR	050120	13578	05/01/2020	265.72
Total 75-4500-3450:						265.72
Grand Totals:						108,568.92

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01-1411	OFFICE SUPPLY INVENTORY					
52880	UMB BANK	OFFICE SUPPLIES - INVENTOR	052620	13585	05/01/2020	70.78
Total 01-1411:						70.78
01-2201	DEPOSITS HELD					
38913	PETERSON, BRETT	REFUND DEPOSIT	052420	13589	05/24/2020	100.00
01-2201	DEPOSITS HELD					
38913	SONTAG, LAUREN	REFUND DEPOSIT	062020	13588	05/26/2020	100.00
Total 01-2201:						200.00
01-32-11	LIQUOR LICENSES					
38913	SONTAG, LAUREN	REFUND ALCOHOL PERMIT	062020	13588	05/26/2020	10.00
Total 01-32-11:						10.00
01-36-22	RV PARK FEES					
38913	CAGLE, TAMMY	REFUND FOR RV PARK CANCE	WRSA-5S3Z	102067	05/08/2020	200.00
01-36-22	RV PARK FEES					
38913	DONOHUE, DENNIS	REFUND FOR RV PARK CANCE	WRSA-H92X	102069	05/06/2020	40.00
01-36-22	RV PARK FEES					
92747	FALLS, BILL	REFUND FOR RV PARK CANCE	WRSA-1AKO	1018218281	05/19/2020	504.00
01-36-22	RV PARK FEES					
38913	GARCIA, SUZANNE	REFUND FOR RV PARK CANCE	WRSA-CQ52	102066	05/11/2020	200.00
01-36-22	RV PARK FEES					
92523	HANSEN, DONALD	REFUND FOR RV PARK CANCE	WRSA-81KW	102071	05/14/2020	504.00
01-36-22	RV PARK FEES					
38901	LAURENT, ELAINE	REFUND FOR RV PARK CANCE	WRSA-3PNP	102070	05/15/2020	80.00
01-36-22	RV PARK FEES					
38913	MARTIN, STEVE	REFUND FOR RV PARK CANCE	WRSA-88LS	102064	05/18/2020	50.00
01-36-22	RV PARK FEES					
38913	MCAFEE, BONNIE	REFUND FOR RV PARK CANCE	WRSA-ONY	102068	05/06/2020	120.00
01-36-22	RV PARK FEES					
38913	MCAFEE, BONNIE	REFUND FOR RV PARK CANCE	WRSA-ONY	102068	05/06/2020	40.00
01-36-22	RV PARK FEES					
38913	STILLINGS, HELAYNE	REFUND FOR RV PARK CANCE	WRSA-3TVE	102065	05/26/2020	80.00
01-36-22	RV PARK FEES					
38913	STILLINGS, HELAYNE	REFUND FOR RV PARK CANCE	WRSA-3TVE	102065	05/26/2020	80.00
Total 01-36-22:						1,898.00
01-36-42	REFUND OF EXPENDITURES					
52880	UMB BANK	REFUND FOR SALES TAX	052620	13585	05/01/2020	30.12
Total 01-36-42:						30.12
01-36-84	PARKS/GAZEBO USER FEES					
38913	PETERSON, BRETT	REFUND RENTAL	052420	13589	05/24/2020	15.00
01-36-84	PARKS/GAZEBO USER FEES					
38913	SONTAG, LAUREN	REFUND RENTAL	062020	13588	05/26/2020	30.00
Total 01-36-84:						45.00
01-4025-3310	ADVERTISING					
48260	SOPRIS SUN	ELECTION NOTICE	22717	13573	04/30/2020	160.00

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Total 01-4025-3310:						160.00
01-4025-3770 ELECTION EXPENSE						
52880	UMB BANK	FOOD FOR ELECTION JUDGES	052620	13585	05/01/2020	6.68
01-4025-3770 ELECTION EXPENSE						
52880	UMB BANK	LUNCH FOR ELECTION JUDGE	052620	13585	05/01/2020	53.67
Total 01-4025-3770:						60.35
01-4111-2400 MISCELLANEOUS EXPENSE						
38913	COLLEY, BRIAN	CETF Flyer for "Mask On, Carbon	146	13575	05/11/2020	160.00
01-4111-2400 MISCELLANEOUS EXPENSE						
52880	UMB BANK	VIRTUAL MEETING - BOARD AN	052620	13585	05/01/2020	234.77
Total 01-4111-2400:						394.77
01-4121-3980 CONTRACT LABOR						
28280	JOHN COLLINS PC	JUDGE'S CONTRACT	052620	13571	05/26/2020	1,605.63
01-4121-3980 CONTRACT LABOR						
30630	LAW OFFICE OF ANGELA ROFF	MUNICIPAL COURT	2483	13579	04/30/2020	5,115.00
Total 01-4121-3980:						6,720.63
01-4150-2000 SALARY SURVEY ADJUSTMENT						
44280	ROCHEL, JESSI	EMPLOYEE EDUCATION REIMB	0061821	102078	05/18/2020	334.00
01-4150-2000 SALARY SURVEY ADJUSTMENT						
92649	WALL, JAMIE	EMPLOYEE EDUCATION REIMB	052620	102079	05/18/2020	334.00
Total 01-4150-2000:						668.00
01-4150-2110 OFFICE SUPPLIES						
6640	BASALT PRINTING	2500 #10 ENVELOPES	0023062	13591	05/12/2020	270.70
01-4150-2110 OFFICE SUPPLIES						
52880	UMB BANK	OFFICE SUPPLIES - ADMIN	052620	13585	05/01/2020	267.96
Total 01-4150-2110:						538.66
01-4150-3311 RECRUITING EXPENSES						
18940	EMPLOYERS COUNCIL SERVIC	BACKGROUND CHECKS - PARK	0000343033	13584	05/08/2020	60.00
01-4150-3311 RECRUITING EXPENSES						
18940	EMPLOYERS COUNCIL SERVIC	BACKGROUND CHECKS - TOW	0000343033	13584	05/08/2020	160.00
01-4150-3311 RECRUITING EXPENSES						
52880	UMB BANK	HELP WANTED SUMMER SEAS	052620	13585	05/01/2020	488.56
Total 01-4150-3311:						708.56
01-4151-3300 DUES AND PUBLICATIONS						
52880	UMB BANK	ANNUAL MEMBERSHIP	052620	13585	05/01/2020	50.00
Total 01-4151-3300:						50.00
01-4191-2110 OFFICE SUPPLIES						
52880	UMB BANK	SIGNS AND MARKERS	052620	13585	05/01/2020	37.57
Total 01-4191-2110:						37.57

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Vendor	Vendor Name	Description	Invoice No	PO No	Invoice Date	Amount
01-4191-3571 DEVELOPER REIMBURSABLE						
48260	SOPRIS SUN	LEGAL TEXT	22717	13573	04/30/2020	61.32
Total 01-4191-3571:						61.32
01-4191-3820 BOOKS						
52880	UMB BANK	CONTINUING EDUCATION	052620	13585	05/01/2020	125.00
Total 01-4191-3820:						125.00
01-4192-3560 SOFTWARE SERVICES						
69800	MITCHELL AND COMPANY	SOFTWARE LICENSE	123333	13590	05/15/2020	296.25
01-4192-3560	SOFTWARE SERVICES					
69800	MITCHELL AND COMPANY	COMPUTER SUPPORT	123333	13590	05/15/2020	109.00
01-4192-3560	SOFTWARE SERVICES					
52880	UMB BANK	EMAIL EXCHANGE	052620	13585	05/01/2020	1,564.90
Total 01-4192-3560:						1,970.15
01-4192-3630 COMPUTER MAINTENANCE						
69800	MITCHELL AND COMPANY	COMPUTER SUPPORT	123333	13590	05/15/2020	5,030.00
Total 01-4192-3630:						5,030.00
01-4194-2290 GENERAL SUPPLIES						
52880	UMB BANK	TWO AMERICAN FLAGS	052620	13585	05/01/2020	168.59
Total 01-4194-2290:						168.59
01-4194-3410 UTILITIES						
25760	HOLY CROSS ENERGY	EV CHARGING STATION COWE	503827500	13587	05/13/2020	25.00
Total 01-4194-3410:						25.00
01-4194-3631 MAINTENANCE CONTRACT						
13100	COLORADO HVAC INC	QUARTERLY FILTER SERVICE	8180	13574	05/08/2020	258.84
Total 01-4194-3631:						258.84
01-4194-3660 BLDG MAINTENANCE EXPENSE						
52880	UMB BANK	YEARLY DOOR LOCK MAINTEN	052620	13585	05/01/2020	186.50
Total 01-4194-3660:						186.50
01-4194-3662 BLDG MAINT - THOMPSON HOUSE						
54790	VISION SECURITY	SERVICE CALL AND PART	616604	13592	04/30/2020	285.00
Total 01-4194-3662:						285.00
01-4195-2290 GENERAL SUPPLIES						
52880	UMB BANK	CUTOFF WHEELS	052620	13585	05/01/2020	38.36
Total 01-4195-2290:						38.36
01-4195-2311 POLICE FUEL						
52880	UMB BANK	FUEL	052620	13585	05/01/2020	151.44

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01-4195-2311	POLICE FUEL					
53840	VALERO MARKETING AND SUP	POLICE FUEL	052620	66764	05/01/2020	82.95
01-4195-2311	POLICE FUEL					
38913	WEX BANK	POLICE FUEL	65361294	66782	04/28/2020	637.71
Total 01-4195-2311:						872.10
01-4195-2312	ORDINANCE FUEL					
53840	VALERO MARKETING AND SUP	ORDINANCE FUEL	052620	66764	05/01/2020	18.55
01-4195-2312	ORDINANCE FUEL					
38913	WEX BANK	ORDINANCE FUEL	65361294	66782	04/28/2020	82.00
Total 01-4195-2312:						100.55
01-4195-2316	RECREATION FUEL					
38913	WEX BANK	RECREATION FUEL	65361294	66782	04/28/2020	46.83
Total 01-4195-2316:						46.83
01-4195-2321	POLICE MAINTENANCE					
4360	APPLIED CONCEPTS INC	VEHICLE RADAR REPAIR	366746	66780	05/14/2020	225.00
01-4195-2321	POLICE MAINTENANCE					
5800	AV-TECH ELECTRONICS INC	POLICE VEHICLE MAINT	0081106-IN	66763	05/14/2020	320.00
01-4195-2321	POLICE MAINTENANCE					
22460	GLENWOOD SPRINGS FORD	2013 FORD POLICE UTILITY FR	87207, 1616	25537	05/04/2020	339.66
01-4195-2321	POLICE MAINTENANCE					
52880	UMB BANK	FIRST AID KITS	052620	13585	05/01/2020	297.96
Total 01-4195-2321:						1,182.62
01-4195-2324	STREETS MAINTENANCE					
52880	UMB BANK	HOSE FOR WATER TRUCK	052620	13585	05/01/2020	156.32
Total 01-4195-2324:						156.32
01-4195-2325	PARKS MAINTENANCE					
52880	UMB BANK	2001 CHEVY MIRROR	052620	13585	05/01/2020	272.67
Total 01-4195-2325:						272.67
01-4195-2326	RECREATION MAINTENANCE					
22460	GLENWOOD SPRINGS FORD	2017 FORD F250 TAILLIGHT AS	87207, 1616	25537	05/04/2020	205.57
01-4195-2326	RECREATION MAINTENANCE					
52880	UMB BANK	2014 POLARIS RANGER AIR AN	052620	13585	05/01/2020	89.93
Total 01-4195-2326:						295.50
01-4210-2100	POSTAGE					
52880	UMB BANK	POSTAGE	052620	13585	05/01/2020	36.76
Total 01-4210-2100:						36.76
01-4210-2110	OFFICE SUPPLIES					
76368	PRINT WORKS	Business Cards (2)	105622	66765	05/05/2020	80.90
01-4210-2110	OFFICE SUPPLIES					
52880	UMB BANK	OFFICE SUPPLIES	052620	13585	05/01/2020	79.97

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01-4210-2110	OFFICE SUPPLIES					
52880	UMB BANK	LATEX GLOVES	052620	13585	05/01/2020	343.55
01-4210-2110	OFFICE SUPPLIES					
57780	XEROX CORPORATION	COPIER LEASE POLICE	010293760	66779	05/06/2020	117.04
Total 01-4210-2110:						621.46
01-4210-2290	GENERAL SUPPLIES					
52880	UMB BANK	BATTERIES	052620	13585	05/01/2020	346.64
01-4210-2290	GENERAL SUPPLIES					
52880	UMB BANK	MASKS	052620	13585	05/01/2020	2,477.15
Total 01-4210-2290:						2,823.79
01-4210-2291	INVESTIGATION EXPENSE					
52880	UMB BANK	INVESTIGATION TOOL	052620	13585	05/01/2020	206.00
Total 01-4210-2291:						206.00
01-4210-2292	CLOTHING ALLOWANCE					
52880	UMB BANK	BOOTS	052620	13585	05/01/2020	199.94
Total 01-4210-2292:						199.94
01-4210-2400	MISCELLANEOUS EXPENSE					
52880	UMB BANK	BLANKETS	052620	13585	05/01/2020	203.20
Total 01-4210-2400:						203.20
01-4210-3300	DUES AND PUBLICATIONS					
52880	UMB BANK	2020 CRS BOOKS	052620	13585	05/01/2020	166.24
Total 01-4210-3300:						166.24
01-4210-3310	ADVERTISING					
48260	SOPRIS SUN	RFP TOWING SERVICES	22746	66783	05/07/2020	85.00
Total 01-4210-3310:						85.00
01-4210-3630	EQUIP MAINT AND REPAIR					
52880	UMB BANK	BIKE PEDALS	052620	13585	05/01/2020	49.98
Total 01-4210-3630:						49.98
01-4210-8000	FEDERAL GRANT EXPENSE					
52880	UMB BANK	TRIDENT WEBSITE MAINTENAN	052620	13585	05/01/2020	150.00
Total 01-4210-8000:						150.00
01-4210-9410	POLICE EQUIPMENT					
40960	PROFORCE LAW ENFORCEME	TASER CARTRIDGES	409686	66777	05/06/2020	948.75
Total 01-4210-9410:						948.75
01-4215-3450	TELEPHONE COSTS					
9680	CARBONDALE & RURAL FIRE D	CELL & DATA SERVICE (4 MONT	JAN 2020,FE	66778	03/03/2020	210.77

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Vendor	Vendor Name	GL Acct No Description	Invoice No	PO No	Invoice Date	Amount
01-4215-3450 TELEPHONE COSTS						
76453	WANCO INC	CELLULAR DATA PKG FOR VARI	S0001108	66766	04/30/2020	180.00
Total 01-4215-3450:						390.77
01-4215-3690 MAINTENANCE RADIOS						
52880	UMB BANK	CHARGERS	052620	13585	05/01/2020	277.40
Total 01-4215-3690:						277.40
01-4242-2250 SAFETY EQUIPMENT						
52880	UMB BANK	FLASHLIGHT	052620	13585	05/01/2020	24.88
Total 01-4242-2250:						24.88
01-4298-2110 OFFICE SUPPLIES						
76368	PRINT WORKS	BUSINESS CARDS (1)	105432	66781	03/09/2020	56.00
Total 01-4298-2110:						56.00
01-4298-2292 CLOTHING ALLOWANCE						
52880	UMB BANK	SHIRTS	052620	13585	05/01/2020	85.57
Total 01-4298-2292:						85.57
01-4310-2250 SAFETY EQUIPMENT						
52880	UMB BANK	GLOVES	052620	13585	05/01/2020	100.08
01-4310-2250 SAFETY EQUIPMENT						
52880	UMB BANK	BANDANAS	052620	13585	05/01/2020	102.89
Total 01-4310-2250:						202.97
01-4310-2290 GENERAL SUPPLIES						
52880	UMB BANK	CAUTION TAPE/ TIE WIRES	052620	13585	05/01/2020	64.66
Total 01-4310-2290:						64.66
01-4310-2420 SIGN PURCHASES						
52880	UMB BANK	REBAR	052620	13585	05/01/2020	123.36
Total 01-4310-2420:						123.36
01-4310-3410 UTILITIES						
35420	MOUNTAIN WASTE & RECYCLI	20 YARD ROLL OFF UTILITIES	0002219585	94662	05/12/2020	162.50
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	522 HWY 133 LIGHTS	052620	13586	05/11/2020	48.36
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	900 HWY 133 LIGHTS	052620	13586	05/11/2020	50.55
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	UNIT PED LIGHT 101 3RD ST	052620	13586	05/11/2020	21.99
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	IRRIGATION	052620	13586	05/11/2020	10.72
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	LIBRARY STREET LIGHTS	052620	13586	05/11/2020	22.48
01-4310-3410 UTILITIES						
57760	XCEL ENERGY	277 S 4th Street	052620	13586	05/11/2020	11.40

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Total 01-4310-3410:						328.00
01-4310-3581	LANDFILLING FEES					
11580	CITY OF GLENWOOD SPRINGS	LANDFILL	578183, 578	25535	05/01/2020	142.47
01-4310-3581	LANDFILLING FEES					
11580	CITY OF GLENWOOD SPRINGS	LANDFILL	578183, 578	25535	05/01/2020	182.80
01-4310-3581	LANDFILLING FEES					
11580	CITY OF GLENWOOD SPRINGS	LANDFILL	578183, 578	25535	05/01/2020	255.75
01-4310-3581	LANDFILLING FEES					
11580	CITY OF GLENWOOD SPRINGS	LANDFILL	578183, 578	25535	05/01/2020	160.70
01-4310-3581	LANDFILLING FEES					
11580	CITY OF GLENWOOD SPRINGS	LANDFILL	578183, 578	25535	05/01/2020	170.10
Total 01-4310-3581:						911.82
01-4310-3682	STREET LIGHT MAINTENANCE					
41700	R & A ENTERPRISES OF CARB	STREET LIGHT REPAIR	A32939	25547	05/14/2020	765.04
Total 01-4310-3682:						765.04
01-4310-3683	STREET MAINTENANCE					
22660	GMCO CORP	DUST GUARD	20-2111,20-1	25543	04/10/2020	2,558.35
01-4310-3683	STREET MAINTENANCE					
52880	UMB BANK	BATTERIES	052620	13585	05/01/2020	49.95
01-4310-3683	STREET MAINTENANCE					
56520	WESTERN SLOPE MATERIALS	ROADBASE	119344	25536	05/02/2020	202.58
Total 01-4310-3683:						2,810.88
01-4310-9200	BUILDING IMPROVEMENTS					
52880	UMB BANK	FENCE-SHOP	052620	13585	05/01/2020	297.38
Total 01-4310-9200:						297.38
01-4310-9410	TOOLS AND EQUIPMENT					
52880	UMB BANK	TOOLS	052620	13585	05/01/2020	505.11
Total 01-4310-9410:						505.11
01-4318-2110	OFFICE SUPPLIES					
52960	IMAGENET CONSULTING LLC	PW COPIES	CNIN109877	25544	05/07/2020	171.15
01-4318-2110	OFFICE SUPPLIES					
52880	UMB BANK	OFFICE SUPPLIES	052620	13585	05/01/2020	61.67
Total 01-4318-2110:						232.82
01-4318-3400	Rental Property Expense					
10620	C'DALE LLC	LEASE LOT B	MAY	13572	04/30/2020	450.00
Total 01-4318-3400:						450.00
01-4318-3660	BLDG MAINTENANCE EXPENSE					
4280	APEX SECURITY	PW BUILDING	798894	25540	05/04/2020	85.20
Total 01-4318-3660:						85.20

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01-4500-2290 GENERAL SUPPLIES						
52880	UMB BANK	SUPPLIES	052620	13585	05/01/2020	50.75
Total 01-4500-2290:						50.75
01-4500-2292 CLOTHING ALLOWANCE						
52880	UMB BANK	CLOTHING	052620	13585	05/01/2020	20.03
Total 01-4500-2292:						20.03
01-4500-3310 ADVERTISING						
52880	UMB BANK	MONTHLY SUBSCRIPTION	052620	13585	05/01/2020	39.00
01-4500-3310 ADVERTISING						
52880	UMB BANK	PARKS AND FACILITIES SIGNS	052620	13585	05/01/2020	197.80
Total 01-4500-3310:						236.80
01-4500-3630 EQUIP MAINT AND REPAIR						
52880	UMB BANK	TOOLS	052620	13585	05/01/2020	57.96
Total 01-4500-3630:						57.96
01-4500-3651 RIDING ARENA MAINTENANCE						
22660	GMCO CORP	DUST GUARD	20-2111,20-1	25543	04/10/2020	2,558.35
01-4500-3651 RIDING ARENA MAINTENANCE						
52880	UMB BANK	ICE RINK PARTS	052620	13585	05/01/2020	12.91
01-4500-3651 RIDING ARENA MAINTENANCE						
52880	UMB BANK	RODEO GROUNDS GROOMER	052620	13585	05/01/2020	338.88
Total 01-4500-3651:						2,910.14
01-4500-3655 BIKE PARK MAINTENANCE						
92728	BUELL, BRIAN DAVID	BALANCE CONTRACTED NORT	1	102081	05/08/2020	1,513.46
Total 01-4500-3655:						1,513.46
01-4500-8000 SELF FUNDED SPECIAL EVENTS						
92480	CANYON CLEANERS	DRY CLEAN BUNNY SUIT INVOI	1002949-04-	102072	04/30/2020	25.00
01-4500-8000 SELF FUNDED SPECIAL EVENTS						
52880	UMB BANK	SUPPLIES FOR VIRTUAL FIRST	052620	13585	05/01/2020	36.50
Total 01-4500-8000:						61.50
01-4500-9411 RECREATION FACILITIES						
38900	SCREAMIN EAGLE TRUCKING	PICKLEBALL COURT EXCAVATI	803219	102085	05/01/2020	8,800.00
Total 01-4500-9411:						8,800.00
01-4520-2250 SAFETY EQUIPMENT						
52880	UMB BANK	SAFETY EQUIPMENT	052620	13585	05/01/2020	78.41
01-4520-2250 SAFETY EQUIPMENT						
52880	UMB BANK	LOCKS AND CHAINS FOR TABL	052620	13585	05/01/2020	107.27
Total 01-4520-2250:						185.68
01-4520-2380 SPRINKLER SYSTEM MAINTENANCE						
52880	UMB BANK	PARTS AND SUPPLIES	052620	13585	05/01/2020	1,507.57

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Total 01-4520-2380:						1,507.57
01-4520-2440 PARK MAINTENANCE SUPPLIES						
41080	PROPET DISTRIBUTORS	DOGI-POT BAGS INVOICE #129	129716	102074	05/12/2020	1,038.00
Total 01-4520-2440:						1,038.00
01-4520-2441 CEMETERY MAINT & SUPPLIES						
52880	UMB BANK	FOUNDATION FIX	052620	13585	05/01/2020	8.99
Total 01-4520-2441:						8.99
01-4520-3410 UTILITIES						
35420	MOUNTAIN WASTE & RECYCLI	20 YARD ROLL OFF UTILITIES	0002219585	94662	05/12/2020	54.17
Total 01-4520-3410:						54.17
01-4520-3555 TURF MANAGEMENT						
52880	UMB BANK	LAWN SEED MIX	052620	13585	05/01/2020	1,407.86
Total 01-4520-3555:						1,407.86
01-4520-3600 PARKS MAINTENANCE						
52880	UMB BANK	STAIN FOR SOPRIS FENCE	052620	13585	05/01/2020	91.48
01-4520-3600 PARKS MAINTENANCE						
52880	UMB BANK	STAIN FOR SOPRIS FENCE	052620	13585	05/01/2020	231.57
Total 01-4520-3600:						323.05
01-4520-3630 PLAYGROUND EQUIPMENT MAINT.						
52880	UMB BANK	BOLTS FOR PLAYGROUND	052620	13585	05/01/2020	3.92
Total 01-4520-3630:						3.92
01-4520-3660 BLDG MAINTENANCE EXPENSE						
7500	BISHOP PLUMBING & HEATING	JAIL HISTORICAL BUILDING PIP	16231	102076	04/30/2020	185.05
01-4520-3660 BLDG MAINTENANCE EXPENSE						
52880	UMB BANK	LUMBER FOR PARTITION PARK	052620	13585	05/01/2020	253.22
Total 01-4520-3660:						438.27
01-4520-3684 TRAILS MAINTENANCE						
16880	DHM DESIGN	RED HILL TRAIL DESIGN INVOI	40499	102083	05/01/2020	2,861.25
Total 01-4520-3684:						2,861.25
01-4520-9361 PLAYGROUND EQUIPMENT						
38902	THE PLAYWELL GROUP, INC.	WOOD CHIPS TRIANGLE PARK	26124-PRTL	102084	05/11/2020	2,782.60
Total 01-4520-9361:						2,782.60
01-4520-9370 CEMETERY IMPROVEMENT/MAINTENAN						
52880	UMB BANK	CEMETERY RODENT CONTROL	052620	13585	05/01/2020	267.16
Total 01-4520-9370:						267.16

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01-4525-2440	RV PARK MAINTENANCE SUPPLIES					
52880	UMB BANK	RV PARK PARTS	052620	13585	05/01/2020	65.15
01-4525-2440	RV PARK MAINTENANCE SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	RV PARK SHOWER SUPPLIES I	3703809	102077	05/06/2020	170.68
01-4525-2440	RV PARK MAINTENANCE SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	RV PARK SHOWER SUPPLIES I	3703809	102077	05/06/2020	287.08
Total 01-4525-2440:						522.91
01-4525-9360	RV PARK IMPROVEMENTS/EQUIPMENT					
39685	PINNACLE ELECTRIC	REPAIRED PUMP AT GATEWAY	125	94660	05/08/2020	210.00
01-4525-9360	RV PARK IMPROVEMENTS/EQUIPMENT					
52880	UMB BANK	TOOLS AND PARTS	052620	13585	05/01/2020	410.75
Total 01-4525-9360:						620.75
01-4526-3600	BOAT RAMP MAINTENANCE					
22660	GMCO CORP	DUST GUARD	20-2111,20-1	25543	04/10/2020	2,558.35
Total 01-4526-3600:						2,558.35
12-4210-3700	EDUCATION & TRAINING					
52880	UMB BANK	SOCIAL MEDIA TRAINING	052620	13585	05/01/2020	672.00
Total 12-4210-3700:						672.00
31-34-41	SEWER SERVICE FEES					
31860	LUTTRELL, PAUL	REFUND OVERPAYMENT ON S	052620	94663	05/26/2020	279.26
Total 31-34-41:						279.26
31-4335-2100	POSTAGE					
53400	US POSTMASTER - AZ	UB POSTAGE	162238	94659	05/04/2020	1,000.00
Total 31-4335-2100:						1,000.00
31-4335-2111	LAB SUPPLIES					
52880	UMB BANK	SUPPLIES AND EQUIPMENT F	052620	13585	05/01/2020	366.13
Total 31-4335-2111:						366.13
31-4335-2210	CHEMICALS					
17580	DPC INDUSTRIES INC	CHLORINE (10)	737001471-2	94652	04/08/2020	1,079.84
31-4335-2210	CHEMICALS					
40300	POLYDYNE INC	CLARIFLOC POLYMER	1454509	94670	05/07/2020	2,254.32
Total 31-4335-2210:						3,334.16
31-4335-2250	SAFETY EQUIPMENT					
52880	UMB BANK	GLOVES	052620	13585	05/01/2020	6.55
31-4335-2250	SAFETY EQUIPMENT					
52880	UMB BANK	MASKS	052620	13585	05/01/2020	17.49
31-4335-2250	SAFETY EQUIPMENT					
52880	UMB BANK	MASKS	052620	13585	05/01/2020	14.91
Total 31-4335-2250:						38.95

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31-4335-2290 GENERAL SUPPLIES						
52880	UMB BANK	CLEANING SUPPLIES	052620	13585	05/01/2020	208.38
Total 31-4335-2290:						208.38
31-4335-2292 UNIFORMS						
52880	UMB BANK	BOOTS	052620	13585	05/01/2020	135.00
Total 31-4335-2292:						135.00
31-4335-2310 VEHICLE FUEL						
38913	WEX BANK	WWW FUEL	65361294	66782	04/28/2020	25.86
Total 31-4335-2310:						25.86
31-4335-2320 VEHICLE MAINTENANCE						
15615	CUES	PARTS TO REPAIR CAMERA VA	561064	94666	05/18/2020	2,548.86
19600	FARIS MACHINERY COMPANY	DEBRIS HOSE FOR VAC TRUCK	G30077	94673	05/13/2020	483.81
19600	FARIS MACHINERY COMPANY	LEADER HOSE, HOSE GUIDE &	G30077	94673	05/13/2020	650.31
52880	UMB BANK	ANTI-FREEZE	052620	13585	05/01/2020	22.88
Total 31-4335-2320:						3,705.86
31-4335-2380 PLANT MAINTENANCE						
76116	OLDCASTLE SW GROUP INC.	DUMP FEE - 1 TON	1344308	94674	05/05/2020	25.00
52880	UMB BANK	MATERIALS FOR WWTP	052620	13585	05/01/2020	167.78
Total 31-4335-2380:						192.78
31-4335-2381 SLUDGE DISPOSAL						
39810	PITKIN COUNTY LANDFILL	BIO- SOLIDS	176514, 177	94661	05/08/2020	153.90
39810	PITKIN COUNTY LANDFILL	BIO- SOLIDS	176514, 177	94661	05/08/2020	198.90
39810	PITKIN COUNTY LANDFILL	BIO- SOLIDS	179591, 179	94668	05/18/2020	230.40
39810	PITKIN COUNTY LANDFILL	BIO- SOLIDS	179591, 179	94668	05/18/2020	64.50
Total 31-4335-2381:						647.70
31-4335-2383 COLLECTION SYSTEM MAINTENANCE						
39685	PINNACLE ELECTRIC	REPAIRED LIFT STATION	125	94660	05/08/2020	255.00
52550	TRIMBLE INC	GIS HANDHELD DEVICE FOR FI	12184034	94657	04/28/2020	1,068.33
Total 31-4335-2383:						1,323.33
31-4335-2385 SCADA MAINTENANCE						
51560	TIMBER LINE ELECTRIC & CON	FIELD & COMPUTER TECH LAB	4626,4628.4	94654	04/30/2020	732.84
51560	TIMBER LINE ELECTRIC & CON	MAG METER WWTP	4626,4628.4	94654	04/30/2020	4,775.00

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Total 31-4335-2385:						5,507.84
31-4335-3575 UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS	UB OUTSOURCING	15131	94658	05/06/2020	115.17
Total 31-4335-3575:						115.17
31-4335-3810 TRAINING						
52880	UMB BANK	EDUCATION TOOLS	052620	13585	05/01/2020	10.00
Total 31-4335-3810:						10.00
31-4335-9420 COMPUTER EQUIP/SOFTWARE						
69800	MITCHELL AND COMPANY	COMPUTER SUPPORT	123333	13590	05/15/2020	420.00
Total 31-4335-9420:						420.00
41-4336-2100 POSTAGE						
53400	US POSTMASTER - AZ	UB POSTAGE	162238	94659	05/04/2020	1,000.00
Total 41-4336-2100:						1,000.00
41-4336-2111 LAB SUPPLIES						
52880	UMB BANK	SUPPLIES AND EQUIPMENT F	052620	13585	05/01/2020	366.15
Total 41-4336-2111:						366.15
41-4336-2210 CHEMICALS						
17580	DPC INDUSTRIES INC	SODIUM HYPOCHLORIDE	737001471-2	94652	04/08/2020	978.89
Total 41-4336-2210:						978.89
41-4336-2250 SAFETY EQUIPMENT						
52880	UMB BANK	MASKS	052620	13585	05/01/2020	17.50
41-4336-2250	SAFETY EQUIPMENT					
52880	UMB BANK	GLOVES	052620	13585	05/01/2020	6.55
41-4336-2250	SAFETY EQUIPMENT					
52880	UMB BANK	MASKS	052620	13585	05/01/2020	14.90
Total 41-4336-2250:						38.95
41-4336-2290 GENERAL SUPPLIES						
52880	UMB BANK	CLEANING SUPPLIES	052620	13585	05/01/2020	208.39
Total 41-4336-2290:						208.39
41-4336-2292 UNIFORMS						
52880	UMB BANK	WORK GLOVES & 7 WADERS	052620	13585	05/01/2020	269.29
Total 41-4336-2292:						269.29
41-4336-2320 VEHICLE MAINTENANCE						
22460	GLENWOOD SPRINGS FORD	2013 FORD ESCAPE REPLACE	87207, 1616	25537	05/04/2020	1,470.89
41-4336-2320	VEHICLE MAINTENANCE					
52880	UMB BANK	2008 GMC K3500 AIR FILTER H	052620	13585	05/01/2020	193.12

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Total 41-4336-2320:							1,564.01
41-4336-2380 PLANT & INTAKE MAINTENANCE							
52880	UMB BANK		SUPPLIES AND EQUIPMENT	052620	13585	05/01/2020	1,122.62
Total 41-4336-2380:							1,122.62
41-4336-2383 DISTRIBUTION MAINTENANCE							
20900	FRONTIER PAVING INC		HWY. 133 PATH PATCH	37588	25546	05/12/2020	3,500.00
41-4336-2383 DISTRIBUTION MAINTENANCE							
52550	TRIMBLE INC		GIS HANDHELD DEVICE FOR FI	12184034	94657	04/28/2020	1,068.33
41-4336-2383 DISTRIBUTION MAINTENANCE							
52880	UMB BANK		GATE VALVE	052620	13585	05/01/2020	196.75
Total 41-4336-2383:							4,765.08
41-4336-2385 SCADA MAINTENANCE							
51560	TIMBER LINE ELECTRIC & CON		CRYSTAL WELL - HACH VALUE	4626,4628.4	94654	04/30/2020	1,764.14
Total 41-4336-2385:							1,764.14
41-4336-3410 UTILITIES							
35420	MOUNTAIN WASTE & RECYCLI		20 YARD ROLL OFF UTILITIES	0002219585	94662	05/12/2020	108.33
41-4336-3410 UTILITIES							
42645	REDI SERVICES LLC		NETTLE CREEK	151444	94671	05/11/2020	60.00
41-4336-3410 UTILITIES							
52880	UMB BANK		INTERNET - NCWTP	052620	13585	05/01/2020	100.84
Total 41-4336-3410:							269.17
41-4336-3520 ATTORNEY FEES							
13490	COLORADO RIVER DISTRICT		CRYSTAL RIVER AUGMENTATI	CRYSTAL RI	94659	05/18/2020	5,000.00
Total 41-4336-3520:							5,000.00
41-4336-3575 UTILITY BILL OUTSOURCING							
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	15131	94658	05/06/2020	115.17
Total 41-4336-3575:							115.17
41-4336-3580 PERMIT AND LAB FEES							
52880	UMB BANK		POSTAGE FOR DMR'S TO THE	052620	13585	05/01/2020	24.98
41-4336-3580 PERMIT AND LAB FEES							
53640	UTE WATER CONSERVANCY DI		TOC ANALYSIS	CART0C220	94656	05/06/2020	80.00
Total 41-4336-3580:							104.98
41-4336-3630 COMPUTER EQUIPMENT & MAINT.							
52880	UMB BANK		SCANNING APP FOR PHONE	052620	13585	05/01/2020	51.74
Total 41-4336-3630:							51.74
41-4336-3683 STREET MAINTENANCE							
22660	GMCO CORP		DUST GUARD	20-2111,20-1	25543	04/10/2020	2,558.35

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Total 41-4336-3683:						2,558.35
41-4336-3810 TRAINING						
52880	UMB BANK	EDUCATION TOOLS	052620	13585	05/01/2020	10.00
Total 41-4336-3810:						10.00
41-4336-9420 COMPUTER EQUIP/SOFTWARE						
69800	MITCHELL AND COMPANY	COMPUTER SUPPORT	123333	13590	05/15/2020	420.00
Total 41-4336-9420:						420.00
41-4337-7200 PLANT CONSTRUCTION						
15620	CUMMINS ROCKY MOUNTAIN L	GENERATOR FOR CRYSTAL W	48-17257 48-	94653	04/28/2020	40,761.20
Total 41-4337-7200:						40,761.20
41-4337-9342 METERS						
15900	DANA KEPNER COMPANY INC	1.5" WATER METER FOR COWE	1518832 00	94667	05/15/2020	1,470.15
Total 41-4337-9342:						1,470.15
41-4338-2380 DITCH MAINTENANCE						
18250	ECO-MATRIX LLC	CLEANED & TELEVISED SEVER	51	94664	03/31/2020	8,200.00
41-4338-2380 DITCH MAINTENANCE						
43450	RIVER RESTORATION.ORG	CRYSTAL RIVER RESTORATION	2126	94665	05/05/2020	880.00
41-4338-2380 DITCH MAINTENANCE						
52880	UMB BANK	TOOLS AND EQUIPMENT	052620	13585	05/01/2020	568.75
Total 41-4338-2380:						9,648.75
41-4338-3550 DESIGN AND ENGINEERING						
42900	RESOURCE ENGINEERING INC	LOWLINE DITCH	21687	94672	04/30/2020	4,766.25
Total 41-4338-3550:						4,766.25
51-4335-2100 POSTAGE						
53400	US POSTMASTER - AZ	UB POSTAGE	162238	94659	05/04/2020	1,000.00
Total 51-4335-2100:						1,000.00
51-4335-3575 UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS	UB OUTSOURCING	15131	94658	05/06/2020	115.17
Total 51-4335-3575:						115.17
51-4335-3980 CONTRACT SERVICES						
35420	MOUNTAIN WASTE & RECYCLI	TRASH SERVICE	0002213079	13582	05/01/2020	43,147.97
Total 51-4335-3980:						43,147.97
71-4632-3400 RENTAL PROPERTY EXPENSE						
52880	UMB BANK	MICE CONTROL	052620	13585	05/01/2020	8.98
Total 71-4632-3400:						8.98

TOWN OF CARBONDALE

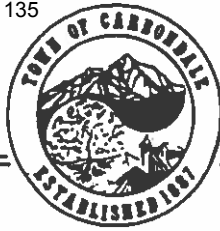
Payment Approval Report - by GL No
Report dates: 5/26/2020-5/26/2020Page: 15
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Vendor	Vendor Name	GL Acct No Description	Invoice No	PO No	Invoice Date	Amount
74-4337-7202 ENERGY						
52880 UMB BANK		SEED MIX, STRAW	052620	13585	05/01/2020	43.56
Total 74-4337-7202:						43.56
74-4337-7203 STREET RESURFACING						
7850 BONNEVILLE ASPHALT & REPAI		HOT POUR ASPHALT CRACK S	18382	25539	05/11/2020	21,750.00
74-4337-7203 STREET RESURFACING						
20900 FRONTIER PAVING INC		SNOWMASS DR. PATH OVERLA	37588	25546	05/12/2020	29,642.50
74-4337-7203 STREET RESURFACING						
22660 GMCO CORP		Crack Seal Material	20-2111,20-1	25543	04/10/2020	9,135.00
74-4337-7203 STREET RESURFACING						
46520 SEALCO INCORPORATED		SPRAY INJECTION PATCHING	19431	25538	05/06/2020	12,000.00
Total 74-4337-7203:						72,527.50
74-4337-7206 SIDEWALK CONSTRUCTION						
38909 Alta Planning and Design		8TH ST. PROJECT	00-2020-026	25545	05/15/2020	2,565.60
Total 74-4337-7206:						2,565.60
75-4500-2110 OFFICE SUPPLIES						
52880 UMB BANK		LAMINATING PAPER	052620	13585	05/01/2020	41.16
Total 75-4500-2110:						41.16
75-4500-2244 PROGRAM SUPPLIES						
52880 UMB BANK		TRAMPOLINE COVER	052620	13585	05/01/2020	15.99
75-4500-2244 PROGRAM SUPPLIES						
52880 UMB BANK		ZOOM	052620	13585	05/01/2020	183.10
Total 75-4500-2244:						199.09
75-4500-2290 GENERAL SUPPLIES						
52880 UMB BANK		CEILING RACKS FOR GYM STO	052620	13585	05/01/2020	416.70
75-4500-2290 GENERAL SUPPLIES						
52880 UMB BANK		CLEANING SUPPLIES	052620	13585	05/01/2020	43.71
Total 75-4500-2290:						460.41
75-4500-3210 PRINTING EXPENSE						
23160 GRAN FARNUM PRINTING		POOL SURVEY MAILOUT INVOI	1750	102082	05/15/2020	2,611.62
Total 75-4500-3210:						2,611.62
75-4500-3310 ADVERTISING						
48260 SOPRIS SUN		POOL SURVEY INVOICE #22718	22718,22745	102075	04/30/2020	160.00
75-4500-3310 ADVERTISING						
48260 SOPRIS SUN		POOL SURVEY INVOICE #22745	22718,22745	102075	04/30/2020	160.00
Total 75-4500-3310:						320.00
75-4500-3530 EQUIP MAINTENANCE & REPAIR						
2020 ADVANCED CARPET CARE		CHAIR CLEANING REC CENTE	389073	102073	05/14/2020	934.00
Total 75-4500-3530:						934.00

TOWN OF CARBONDALE

Payment Approval Report - by GL No
Report dates: 5/26/2020-5/26/2020Page: 16
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Vendor	Vendor Name	GL Acct No Description	Invoice No	PO No	Invoice Date	Amount
75-4500-3560 SOFTWARE SERVICES						
52880	UMB BANK	REC CENTER CLOUD ACCESS	052620	13585	05/01/2020	399.95
Total 75-4500-3560:						399.95
75-4500-3630 COMPUTER MAINT AND REPAIR						
69800	MITCHELL AND COMPANY	COMPUTER SUPPORT	123333	13590	05/15/2020	880.00
75-4500-3630 COMPUTER MAINT AND REPAIR						
52880	UMB BANK	TOOLS	052620	13585	05/01/2020	42.99
Total 75-4500-3630:						922.99
75-4500-3660 BLDG MAINTENANCE & GROUNDS						
2020	ADVANCED CARPET CARE	CARPET CLEANING REC CENT	389073	102073	05/14/2020	589.00
75-4500-3660 BLDG MAINTENANCE & GROUNDS						
52880	UMB BANK	PARTS FOR THE REC CENTER	052620	13585	05/01/2020	1,137.44
Total 75-4500-3660:						1,726.44
75-4512-2110 OFFICE SUPPLIES						
52880	UMB BANK	NSF EQUIPMENT AND CHEMIC	052620	13585	05/01/2020	276.94
Total 75-4512-2110:						276.94
75-4512-2290 GENERAL SUPPLIES						
52880	UMB BANK	WATER DIGITAL THERMOMETE	052620	13585	05/01/2020	32.96
Total 75-4512-2290:						32.96
75-4512-3660 BLDG MAINTENANCE & GROUNDS						
52880	UMB BANK	SWIMMING POOL PARTS	052620	13585	05/01/2020	58.53
Total 75-4512-3660:						58.53
75-4800-3410 UTILITIES						
57760	XCEL ENERGY	SHED	052620	13586	05/11/2020	11.13
Total 75-4800-3410:						11.13
75-4800-9365 PARK & REC FACILITIES						
16820	DESIGN WORKSHOP INC.	AQUATICS FACILITY MASTER P	0064364	102080	05/08/2020	4,362.50
Total 75-4800-9365:						4,362.50
Grand Totals:						291,104.14



Town of Carbondale Police Department

511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623 (970) 963-2662

To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Sopris Liquor & Wine located at 1026 Hwy. 133

Date: May 14, 2020

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

Joe Marshall – Applicant

I have found no in-house liquor violation records.

I recommend the approval for the liquor license renewal.

Submit to Local Licensing Authority

SOPRIS LIQUOR AND WINE
1026 HWY 133
Carbondale CO 81623

Fees Due		
Renewal Fee		227.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name K & A LLC			Doing Business As Name (DBA) SOPRIS LIQUOR AND WINE		
Liquor License # 03-03184	License Type Liquor Store (city)	Sales Tax License # 27809907-0000	Expiration Date 07/20/2020	Due Date 06/05/2020	
Business Address 1026 HWY 133 Carbondale CO 81623				Phone Number 9709635880	
Mailing Address 1026 HWY 133 Carbondale CO 81623			Email fpena@soprisliquor.com		
Operating Manager Joe Marshall	Date of Birth _____	Home Address Glenwood Springs, CO		Phone Number _____	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease March 2041					
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
4. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
6. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
7. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <i>Federico Peña</i>	Title <i>Owner</i>
Signature <i>[Signature]</i>	Date <i>05/13/2020</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest



NEW LICENSE: \$200.00
ANNUAL RENEWAL LICENSE: \$50.00

TOWN OF CARBONDALE APPLICATION FOR RETAIL TOBACCO LICENSE

LEGAL NAME (CORPORATION, LLC, PARTNERSHIP): K&A LLC
 TRADE OR BUSINESS NAME (IF DIFFERENT FROM LEGAL NAME): Sopris Liquor & Wine
 APPLICANT'S COLORADO TAX ID NUMBER: 27809907 FED. EMPLOYER ID NO.: 46-5124977
 ON-SITE BUSINESS MANAGER NAME: Joe Marshall PHONE NO. (970) 963-5880
 ON-SITE BUSINESS MANAGER CELL NO: (970) 404-1764 EMAIL jmarshall@soprisliquor.com
 BUSINESS PHYSICAL ADDRESS: 1026 Hwy 133 Carbondale CO 81623
 BUSINESS MAILING ADDRESS: 1026 Hwy 133 Carbondale CO 81623

PLEASE ANSWER THE FOLLOWING QUESTIONS WITH A "YES" OR "NO" RESPONSE:

1. DOES THE APPLICANT POSSESS A LIQUOR LICENSE? Yes IF YES, PROVIDE EXPIRATION DATE: 07/20/2020
2. DOES THE APPLICANT UNDERSTAND THAT A LICENSEE CANNOT LEGALLY SELL TOBACCO PRODUCTS IN THE TOWN OF CARBONDALE WITHOUT A TOBACCO RETAILER LICENSE? Yes
3. DOES THE APPLICANT UNDERSTAND THAT A TOBACCO RETAILER LICENSE, IF APPROVED, MUST BE RENEWED ANNUALLY, AND IF THE APPLICANT POSSESSES A LIQUOR LICENSE BOTH LICENSES MUST BE RENEWED CONCURRENTLY? Yes
4. DOES THE APPLICANT UNDERSTAND THAT THE LEGAL AGE TO PURCHASE TOBACCO IN CARBONDALE IS 21? Yes
5. DOES THE APPLICANT UNDERSTAND THAT A LICENSEE HAS THE RESPONSIBILITY TO INSTRUCT HIS OR HER EMPLOYEES THAT SELLING TOBACCO PRODUCTS TO ANYONE UNDER THE AGE OF 21 IS AGAINST THE LAW? Yes
6. DOES THE APPLICANT UNDERSTAND THAT A LICENSED BUSINESS IN VIOLATION OF CHAPTER 6, ARTICLE 9 OF THE TOWN OF CARBONDALE MUNICIPAL CODE MAY BE FINED AND THE TOBACCO RETAILER LICENSE MAY BE SUSPENDED OR REVOKED? Yes
7. DOES THE APPLICANT UNDERSTAND THAT A LICENSED BUSINESS WILL BE SUBJECT TO INSPECTION FOR COMPLIANCE AND MAY INVOLVE THE USE OF MINORS UNDER THE SUPERVISION OF LAW ENFORCEMENT TO ENSURE THAT THE LICENSED BUSINESS IS NOT SELLING TOBACCO TO MINORS? Yes
8. IS THE ESTABLISHMENT LOCATED WITHIN 500 FEET OF A SCHOOL? No

READ CAREFULLY BEFORE SIGNING: UNDER PENALTY PROVIDED BY LAW, THE APPLICANT STATES THAT EACH OF THE ABOVE QUESTIONS HAS BEEN TRUTHFULLY ANSWERED TO THE BEST OF THE KNOWLEDGE OF THE APPLICANT. APPLICANT AGREES TO OPERATE THIS BUSINESS ACCORDING TO THE LAW AND THAT THE RIGHTS AND RESPONSIBILITIES CONFERRED TO THE LICENSE, IF GRANTED, CANNOT BE ASSIGNED TO ANOTHER.

ANY LACK OF ACCESS TO ANY PORTION OF A LICENSED PREMISES DURING INSPECTION WILL BE DEEMED A REFUSAL TO PERMIT INSPECTION. SUCH REFUSAL IS GROUNDS FOR REVOCATION OF THIS LICENSE.

SUBMIT THIS APPLICATION FORM WITH THE APPROPRIATE LICENSE FEE – CHECKS MADE PAYABLE TO THE TOWN OF CARBONDALE

[Signature]
APPLICANT'S SIGNATURE

Federico Peña
PRINTED NAME

05/14/2020
DATE

FOR TOWN USE ONLY

APPROVED: _____

DENIED: _____ REASON FOR DENIAL: _____

APPLICATION PROCESSED BY: _____ TITLE: _____ DATE: _____

TASTINGS PERMIT APPLICATION**FEE:** \$100 (covers one year) Payable to the Town of Carbondale**DATE:** 05/14/2020**Licensee Name:** K&A LLC**DBA:** Sopris Liquor & Wine**Physical Address:** 1026 Hwy 133 Carbondale Co 81623**Mailing Address (if different):** N/A**State License Number:** 03-03184**License Expiration:** 07/20/2020**Business Phone Number:** (970) 963-5880**Business Fax Number:** N/A

____ **ATTACH** list of employees who have attended the "Tastings Responsible Serving Class", and the date which they attended.


____ **ATTACH** a written Control Plan to establish how the Licensee will conduct tastings without violating the provisions of the State Statutes and applicable provisions of the Town of Carbondale Municipal Code.

____ **ATTACH** list of event dates. If unsure of future dates, submit list to Town Clerk's Office at least one week prior to the event.

CERTIFICATION:

- * I hereby certify that the information in this application is true, correct and complete to the best of my knowledge.
- * I further certify that it is my responsibility to ensure that all current and future employees complete a server training program.
- * I acknowledge and agree that it is my responsibility and the responsibility of my agents and employees to comply with all applicable laws, including all applicable provisions of the State of Colorado Liquor and Beer Codes and Regulations, Town of Carbondale Municipal Code, and policies and regulations which affect my license.
- * As required by Ordinance No. 5, Series of 2005, I further agree, if a permit is approved, to notify the Town Clerk's office of all Tasting Events, in writing, at least seven days in advance.

Signature of Licensee:



Print name: Federico Peña

OFFICE USE ONLY - Approval of Local Authority

Application received on: _____ To LLA: _____

Approved or Denied on: _____ Conditions of Approval: _____

Sopris Liquor & Wine 5/17/20

TASTING CONTROL PLAN

Tastings will be conducted by the Licensee, an employee of said Licensee, a representative of the product, or agent of the wholesaler who has completed an In-Person TIPS training class.

Tasting will not exceed 5 hours in one day nor 156 per year.

Samples will not exceed 1oz for malt & vinous nor ½oz of spirits.

No more than 4 samples will be given to a single individual.

No cost will be put upon said samples.

Samples will not leave the premises unconsumed.

Food will be served along with tastings.

Tastings will be held from 12pm to 7pm only.

Tastings will not exceed 4 days a week.

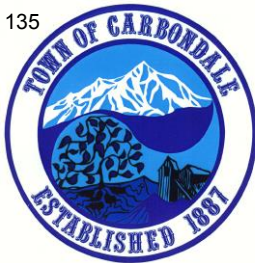
TASTING DATE PLAN

We plan to have tastings every Thursday 4-6 and Friday 5-6:30.

We also try to do a tasting every other Saturday. By doing one every *other* Saturday we plan on having enough tasting hours left over to supplement our biannual Customer Appreciation Sale in which we do tastings from 12-5.

EMPLOYEES who have attended the TIPS training class

Federico Peña, Joseph Marshall, Johnny Ivansco, Laurence Henning, Carlos Pena, Stephanie Hernandez, Brandon McDuffey, Dennis Pohl, Matt Somsen-King, Zach Schiesser, Blanca Solis, Stacy Mendoza, Cooper Marshall, and Tania Garcia.



TOWN OF CARBONDALE

PUBLIC WORKS

511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: May 26, 2020

TITLE: Waste Water Treatment Plant Automatic Voltage Regulator Agreement

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: R&A Enterprises AVR Agreement

BACKGROUND

This spring, the Town solicited quotes for procurement and installation of an automatic voltage regulator (AVR) at the waste water treatment plant. We solicited quotes from all three of the companies with whom we have current on-call electrical agreements since they have been vetted with the Town and are familiar with the electrical systems at the waste water treatment plant. Two quotes were received for the project.

DICUSSION

This project involves procuring and installing an AVR at the waste water treatment plant which will condition the electricity being supplied to the plant. The need for the AVR was realized last year when the plant experienced a sag in the voltage which damaged some of the sensitive equipment and caused operational problems. Due to the nature of the treatment process, we expect to continue to add more sensitive equipment over time that could be damaged by power fluctuations. The proposed AVR equipment has been evaluated by Holy Cross Electric and they concur that this equipment is appropriate for this application.

Two quotes were received for the AVR installation:

Company	Location	Total Quote
R&A Enterprises	Glenwood Springs, CO	\$229,945.00
Pinnacle Electric	Carbondale, CO	\$471,000.00

It should be noted that the R&A Enterprises quote also included an optional allowance of \$48,321.00 for excavation work associated with this project. This allowance was based on a "worst case scenario" cost. Staff recommends that the excavation work be handled on a time and materials basis which should lead

to a lower cost than the \$48,321.00 allowance. This excavation will be a change order once the work has been completed and the true cost is known.

FISCAL ANALYSIS

The 2020 budget included \$250,000 for this project. While the low quote combined with the optional excavation allowance is over the budgeted amount, it is anticipated that doing the excavation on a time and materials basis will bring it closer to the budgeted amount. There is adequate funding in the waste water fund to cover the cost of the project.

RECOMMENDED MOTION

Staff recommends that the following motion be approved: **I move to approve, and authorize the Mayor to sign, the AVR agreement with R&A Enterprises for the base quote of \$229,945.00 and handle the excavation work on a time and materials basis.**

Prepared by: Kevin Schorzman

Town Manager

**Town of Carbondale
Waste Water Treatment Plant AVR Installation**

CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into by and between R & A Enterprises of Carbondale, Inc. a Colorado Corporation ("Contractor"), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation ("Town"). This Agreement is to be effective May 26, 2020, regardless of the date of signature(s) below.

For good and valuable consideration, the parties agree as follows:

1. **Work.** The Town desires to complete the installation of an automatic voltage regulator (AVR) and associated appurtenances at the waste water treatment plant in Carbondale. All of the Work will be directed and overseen by the Town's Public Works Director. Contractor is willing to perform this Work upon request of the Public Works Director at the rates set forth in Attachment A.
2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the prices for AVR installation set forth on Attachment A ("Contractor's Compensation"), and in an amount not to exceed \$229,945.00 unless agreed to by the Town and the Contractor. Contractor shall provide the Town with a performance and payment bond in an amount no less than 100% of the cost of the project in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond has been included in the price for the work performed, and shall not be compensated directly.
3. **Payment.** In consideration for Contractor's performance of the Work, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor's Compensation shall be payable to Contractor in payments for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Said Applications for Payment shall not be submitted more frequently than once per month. Town shall make said payment for the Work to Contractor no later than thirty-one (31) days after the Work is completed and accepted by Town. It shall be a condition precedent to the payment of Contractor that Contractor submits waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Title to all materials shall pass to Town upon final payment. Town may make the check for full and final payment payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor's Compensation.
4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor's personnel, any subcontractors, and operations.
5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement or the Work.

6. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Contractor shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

7. **Contractor's Obligations.** All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town's satisfaction and approval. The Contractor shall clean up all debris generated by its work and shall keep mud from the street and near the site. Contractor shall also perform as follows:

a. Contractor shall supervise and direct the Work, using Contractor's best skill and attention, and Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary to complete each Job in a workmanlike manner in strict accordance with the Contract Documents. Contractor accepts the relationship of trust and confidence established between the Town and Contractor by this Agreement. Contractor represents, covenants and agrees to furnish efficient business administration and superintendence, to furnish at all times an adequate supply of workers

and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

b. Contractor warrants to the Town that all materials incorporated in the Work will be new unless otherwise specified in the Contract Documents, that all Work and materials will be free from faults and defects not inherent in the quality required or permitted under the Contract Documents, and that all Work and materials will be in conformance with the Contract Documents and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective.

c. Contractor shall at all times keep all worksites and all adjacent trails and public streets free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the Premises, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials on or about the Premises.

d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

e. All claims which Contractor has or wishes to assert against Town must be presented in writing to Town not later than ten (10) days after Contractor is aware or should have been aware that a claim will or does exist, or such longer time as may be required by law, even though the exact nature of the claim and the amount of the claim may not be determinable at that time. The nature of the claim and the amount of the claim must be presented to Town in writing as soon thereafter as Contractor has or should have had such information, and Contractor hereby waives all claims not presented as provided herein.

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor's or its sub-contractors' control. In no case shall the completion date listed on the schedule be beyond the completion date listed in paragraph 11.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers,

employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

8. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ALL OTHER OWNERS OF LAND UPON WHICH THE WORK WILL OCCUR, AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS INDEMNITY OBLIGATION SHALL INCLUDE PAYMENT OF ANY ATTORNEYS' FEES OR COSTS INCURRED BY THE TOWN IN DEFENSE OF ANY INDEMNIFIED CLAIM.

9. **Insurance.** Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

a. Workers' Compensation complying with the laws of the State of Colorado and Employer's Liability Insurance in an amount not less than \$1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

b. Comprehensive Automobile Liability Insurance in an amount not less than \$1,000,000.00 combined single limit.

c. Commercial General Liability Insurance with an installation floater in an amount not less than \$1,000,000.00 per occurrence, specifically insuring Contractor's indemnification obligation under this contract.

Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers' Compensation and Employer's Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town, shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26, which

policies must provide coverage to the Town that is primary with respect to any other insurance carried by said entities. Additional insured coverage shall include products and completed operations coverage. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon request. Insurance similar to that required of Contractor shall be provided by all subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor's operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

10. **Subcontractors.** The subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Subcontracting will be performed only with the permission of the Town. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town's prior written consent and approval.

11. **Timing.** Time is of the essence. All Work shall be completed by Contractor by October 31, 2020, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.

12. **Performance.** Payment may be withheld by the Town on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) damage to Town or another contractor, or (5) failure to timely carry out the Work in accordance with the Contract Documents. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor in connection with the Work except those previously made in writing and identified by Contractor as unsettled on Contractor's Application for Payment for the Work.

13. **Lien Waivers.** At the time of final payment for each work item or project requested by the Town, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after the work item or project has been fully performed by the Contractor and the Town has accepted the Work.

14. **Change orders.** The Town may order changes in the Work consisting of additions, deletions or modifications, the Contractor's Compensation and time for completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town. The Contractor's Compensation and time for completion may be changed only by Change Order. Cost or credit to the Town from a change in the Work shall be determined by mutual agreement. No aspect of the Contract Documents provided after the date of this contract shall be deemed a change in the Work, unless the particular Contract Document represents a change in the scope of Work (including detail) which was not and could not have been reasonably inferred or anticipated by Contractor, as an experienced and prudent contractor.

15. **Breach waivers.** In the event that either party hereto waives a breach of this Agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

16. **Defective Work/Corrections/Warranties.** Contractor shall promptly correct any Work found to be defective within two years from the date of completion of the work item or project or within such longer period of time as may be prescribed by law. Contractor also guarantees all equipment, material, supplies, and work furnished on the job against defects for two years from final completion of the Work. Contractor agrees, at its sole cost, to make all repairs and correct such defects under the warranty. Failure to correct such defects within the required time shall constitute a breach of this Agreement. Contractor expressly agrees that all warranties made by Contractor in this Agreement shall survive the termination of this Agreement and completion of the Work.

17. **Termination.**

a. If Contractor does not fully comply with the terms of this Agreement or any other contract documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor.

b. The Town may also, at any time, terminate for its own convenience any part of the Work or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work thereafter performed by Contractor in terminating such Work including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town. In case of such termination, the Town will issue a Change Order making any required adjustment to the scheduled date of completion and/or the Contractor's Compensation for the Work.

c. In the event of termination, the Town may offset against any sum due Contractor under the Contract Documents the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

18. **Dispute Resolution.** This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys' fees and costs, including expert witness fees.

19. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

20. **Town Budgeting/TABOR compliance.** The Town has appropriated funds out of its 2020 budget in the amount of Contractor's Compensation. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change order shall

issue which causes the aggregate amounts to be paid by the Town pursuant to this contract to exceed the amount appropriated.

21. **Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the equal opportunity laws. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, State, or local laws and regulations.

22. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-1, et seq., C. R. S., as amended.

23. **Negotiation and Drafting of Agreement.** The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely because of said party's drafting of this Agreement.

24. **Agreement Administration and Notice.** For purposes of administering this Agreement, the Town's Public Works Director shall represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Town Manager
 Town of Carbondale
 511 Colorado Avenue
 Carbondale, CO 81623

Copy to: Town Attorney
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

To Contractor: Chad Minor, Service Manager
R & A Enterprises of Carbondale, Inc.
5317 County Road 154, Suite 201
Glenwood Springs, CO 81601

25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2020.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: _____
Dan Richardson, Mayor

ATTEST:

CONTRACTOR:

By: Chad Minor

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AGREEMENT was acknowledged before me this ____ day of _____, 2020 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ATTACHMENT “A”



May 11, 2020

AVR Carbondale Waste Water
Attention: Mark O'Meara

We are pleased to submit a proposal for the Carbondale waste water treatment plant.

Included:

1. Supply of 1600amp disconnect and CT cabinet to Holy Cross requirement.
2. Concrete pad for disconnect and CT cabinets.
3. Pipe and wire to supply power for treatment plant.
4. Automatic voltage regulator
5. Labor is included in pricing.
6. One-year warranty on electrical installation. Excludes lamps.
7. Required electrical permit.

Excluded:

1. Drywall removal/patching.
2. Insulation removal/reinstall.
3. Trash removal to on site container
4. Overtime, based on 40 hour per week schedule.
5. Any damaged cause by water.
6. Concrete bases for pole and bollard lights.
7. Heat tape or heat trace control system.
8. No cutting or trimming of finished surfaces including logs and beams.
9. Supply of any of the low volt, fire alarm, security/smoke detectors.
10. Lightning protection equipment.
11. Controls, contactors and VFD's for irrigation equipment.

Clarification: Base Price is \$229,945.00

1600amp and CT	\$ 21,066.00
Concrete	\$ 3,217.00
Automatic Voltage Regulator	\$168,033.00
Wire/Pipe	\$ 27,629.00



Permit/Submittals/Rond	\$ 10,000.00
Total:	\$229,945.00

Option Allowance – Not Included:

Excavation	\$ 48,321.00
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We appreciate the opportunity to bid this project for you, please call if you have **any** questions. Price is good for 30 days from date listed below.

Thank you,
Chad Minor
R&A Enterprises

CarbonDale Waste Water
5/1/20



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 5/26/20

TITLE: Public Hearing – Transfer of Ownership Retail Marijuana Store- High Q Sopris, LLC

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Transfer of Ownership Application

BACKGROUND: High Q Sopris, LLC retail marijuana store, doing business as High Q, has applied for a transfer of ownership. High Q Sopris, LLC desires to merge its multiple retail marijuana businesses into one retail marijuana company. If approved, the new owner will be parent company Plum Manufacturing Companies, LLC.

The Board requires that a public hearing be held for Transfer of Ownership applications. All public noticing requirements have been met by the applicant and staff. Their State license is current. Renee Grossman will continue to be the local agent. The Town has not received any complaints on the management of the facility.

FINANCIAL: All fees have been paid.

RECOMMENDATION: Staff recommends that the Board move to approve High Q's Transfer of Ownership Application.

Prepared By: Cathy Derby

Town Manager

✓ poster
✓ newspaper

511 Colorado Avenue
Carbondale, Colorado 81623
www.carbondalegove.org

RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 3/27/2020 Date Application Deemed Complete: 4/16/20

Date of Public Hearing: 5/12/2020

To be scheduled within 45 days from date application deemed complete

This application is for the following Premises Location License Type (please check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Retail Marijuana Store | <input type="checkbox"/> Retail Marijuana Cultivation Facility* |
| <input type="checkbox"/> Retail Marijuana Products Manufacturing Facility* | <input type="checkbox"/> Retail Marijuana Testing Facility |
| <input type="checkbox"/> Transfer of Ownership (reallocation among current owners) | <input checked="" type="checkbox"/> Transfer of Ownership |
| <input type="checkbox"/> Testing Facility | <input type="checkbox"/> Modification/Alteration of Premises |
| <input type="checkbox"/> Change of Corporation or LLC Structure | <input type="checkbox"/> Transfer of Location |

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

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

Applicant is applying as (attach organizational documents):

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Association or Other | |

Applicant Name: HQ Sopris LLC transferring to Plum Companies LLC

Trade Name of Establishment (doing business as): High Q Carbondale

Applicant Contact Name (please print): Renée S. Grossman

Address of Premises Location:
922 Highway 133, Carbondale, CO 81623

Street Address	City	State	Zip Code
----------------	------	-------	----------

Business Mailing Address (if different from Premise location):
_____, CO 81621

Street Address	City	State	Zip Code
----------------	------	-------	----------

Business Phone: 844-420-3265 Emergency Phone: _____

Business Email Address: renee@highqrockies.com Website Address: www.highqrockies.com

Town Sales Tax License No.: 003514 State Sales Tax License No.: 36364440-0000

State Retail Marijuana License No.: 402R-00705

Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Product Manufacturing Facilities: The applicant seeking licensure must provide the Town of Carbondale with the name of an agent of the proposed licensee who will serve as a point of contact for the Town. Such agent shall hold at least a partial ownership interest in the retail marijuana store, cultivation facility, or products manufacturing facility and shall have a primary home (as the term is defined in Chapter 5.26) within the 81621, 81623, or 81601 Colorado zip codes. THE AGENT LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by the **Carbondale Police Department**.

NAME	HOME ADDRESS, CITY, STATE, ZIP	DOB	POSITION	% OWNED
Renée S. Grossman	Basalt, CO 81621		AGENT	56.94%

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

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

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

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

NAME	HOME ADDRESS, CITY, STATE, ZIP	DOB	POSITION	% OWNED
See attached				

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

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

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

☐

Yes

☒

No

If the answer is yes, please provide the following (if necessary, please provide additional information on a separate sheet):

Name of Person	Name & Location of Court	Charge Convicted Of	Sentence	Date of Sentencing	Last Date of Incarceration/ Parole/Probation or Other Discharge of Sentence

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

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

☐ Ownership ☒ Lease ☐ Other (explain in detail): _____

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

Landlord Blyco Realty as GP of Stein Properties, LP	Tenant HQ Sopris LLC	Expires 8/31/23
--	-------------------------	--------------------

Building Owner's Mailing Address:

1624 W. Olive Avenue, Suite A Burbank CA 91506
Street Address City State Zip Code

Contact Phone Numbers: 818-843-3641

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

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

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

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

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

Type of Business **	Location (Street, City, State, Zip Code)
Retail & Medical MIP	500 Buggy Circle, LL #3 & #4, UL #2 & #3, Carbondale, CO 81623
Retail Marijuana Store	730 Main Street, Silt, CO 81652

Name of on-site manager for licensed premises: Justina Kill

Home Address: , New Castle, CO 81647
Street Address City State Zip Code

Business Cell Phone Number: _____

Email Address: _____

Driver's License Number: _____ Jurisdiction that issued Driver's License: CO

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

NAME	ADDRESS, CITY STATE, ZIP	DOB	% OWNED
None			

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

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

NAME	ADDRESS, CITY, STATE, ZIP	DOB
See attached		

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

Monday	<u>9AM</u>	to	<u>9PM</u>	Friday	<u>9AM</u>	to	<u>10PM</u>
Tuesday	<u>9AM</u>	to	<u>9PM</u>	Saturday	<u>9AM</u>	to	<u>10PM</u>
Wednesday	<u>9AM</u>	to	<u>10PM</u>	Sunday	<u>9AM</u>	to	<u>9PM</u>
Thursday	<u>9AM</u>	to	<u>10PM</u>				

Will there be ANY remodeling or building alterations? ☐ Yes ☒ No

If YES, have you applied for a building permit? ☐ Yes ☒ No

Will you be installing a new sign or changing an existing sign? ☐ Yes ☒ No

If YES, have you applied for a sign permit? ☐ Yes ☒ No

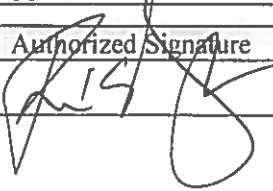
Does the Applicant have a comprehensive business operating plan? ☒ Yes ☐ No

The business operating plan must be attached and contain, at a minimum the following:

- Lease
- Operating Agreement
- A description of the security provisions and systems which must include, at a minimum:
 - Security surveillance cameras installed and properly maintained to monitor each entrance along the interior and exterior of the premises to discourage crime and to facilitate the reporting of criminal acts as well as nuisance activities; security video shall be preserved in the manner and for the period of time set forth in the Colorado Marijuana Enforcement Division Rules, as amended from time to time;
 - Robbery and burglary alarm systems that are professionally monitored and maintained in good working condition;
 - Exterior lighting that illuminates the exterior walls of the business during evening hours and is compliant with Town Code;
 - A secure safe that is utilized for the purposes of storing cash and marijuana that is not then being actively cultivated when the business is not open; and
 - Locking systems for exterior doors that are designed and installed in such fashion as to deter unlawful entry and provide safe emergency egress.
- A description of all goods to be sold;
- An exterior lighting plan;
- A description of any cultivation activities within the marijuana business which includes, without limitation, the area in which plants will be grown, a description of the lighting system for the lighting system for cultivation, a description of the ventilation and odor filtration system for the premises, if any, and a description of the automatic fire suppression system, if any; and
- Any additional information that the Authority reasonably determines to be necessary in connection with the investigation, review and determination of the application.
- List and addresses of all residents and businesses located within 300 feet of facility. Note: Applicant must provide written notice of the public hearing to the list of businesses and residents at least 15 days prior to the public hearing.

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge and belief. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town of Carbondale Municipal Code and all Rules and Regulations which govern my Retail Marijuana License Application. **I further acknowledge that it is my responsibility to provide the Town with amendments to this application in the event that any information provided herein changes after the date of application.**

Authorized Signature	Printed Name and Title	Date
	Renée S. Grossman, Manager	3/11/20

Confidential

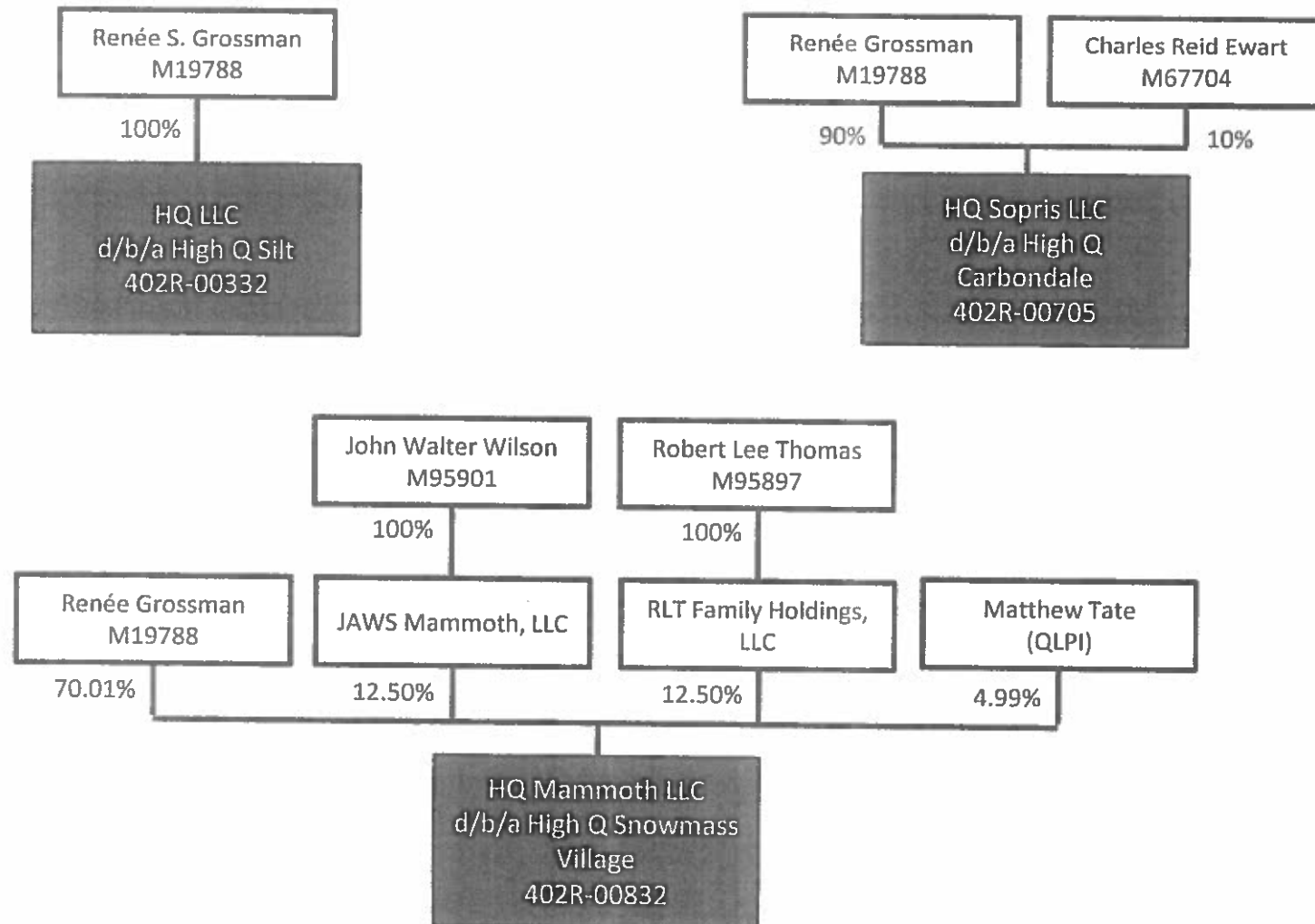


Merger into One Retail Marijuana Company

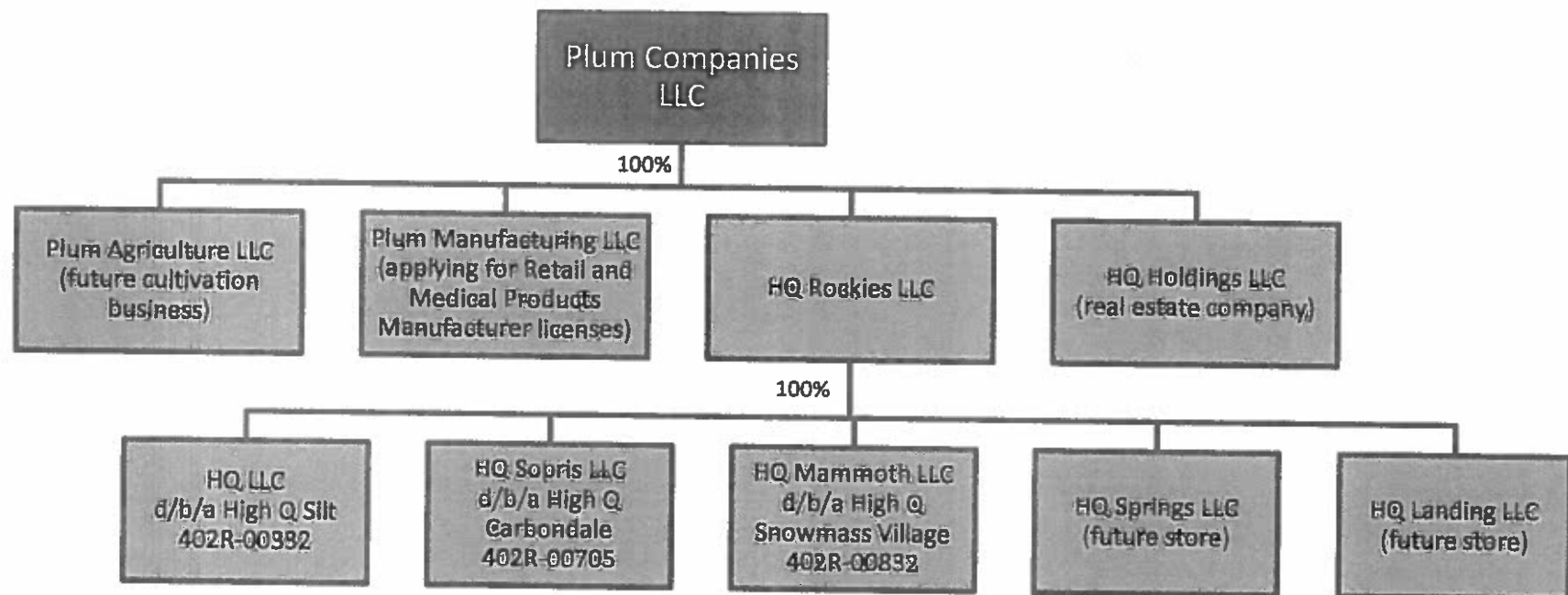
Materials Prepared for Discussion

March 2020

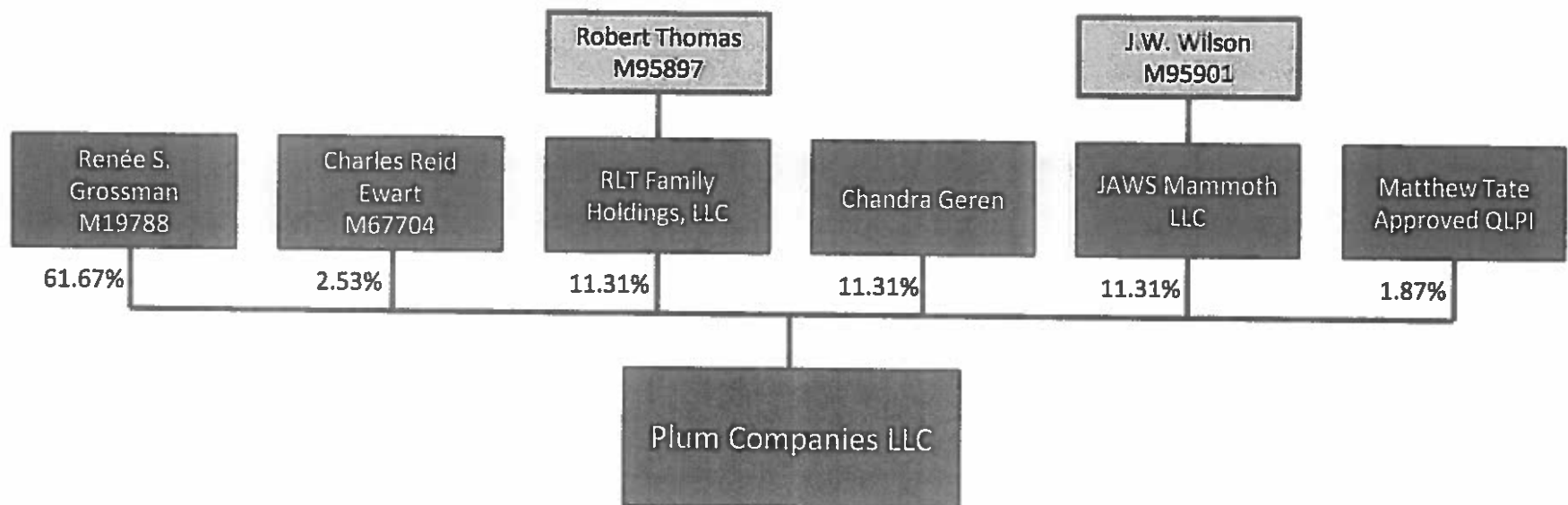
Current Companies and Ownership

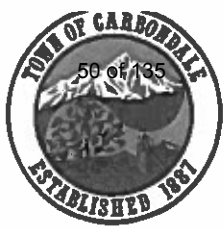


New Ownership



Ownership of Plum Companies LLC





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

Board of Trustees Agenda Memorandum

Item No: 7

Attachment: G

Meeting Date: May 26, 2020

TITLE: Discussion on COVID-19 Business Accommodations

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Main Street Closure Feedback and Ideas (Chamber, CCD and Coventure)
Draft Colorado Restaurant Guidelines
Colorado Regulation 47-302 Changing, Altering, or Modifying Licensed Premises
Resolution No. 7, Series 2020
Exhibit "A" to Resolution No. 7
Proposed Temporary Outside Use Policy

BACKGROUND:

The Town Board discussed on 5/19 various options to assist Carbondale businesses in meeting the requirements of the upcoming COVID-19 Public Health Orders from the State Health Department and Garfield County Public Health. The Chamber, Carbondale Creative District and Coventure conducted a survey of downtown businesses to help gauge what use/management of the Town's ROW's would be helpful. The State of Colorado has issued draft restaurant guidelines, we anticipate seeing final guidelines next week. The State Department of Revenue has amended their rules on modifying a liquor premises. Town Planning Staff has proposed a policy for how to utilize privately owned outside spaces such as shopping center parking lots.

DISCUSSION:

The Town Board needs to evaluate the scope and timing of the utilization of the Main Street ROW for individual business use. The business survey provides valuable insight on the varying needs and ideas from our merchants.

The Town Attorney has prepared a resolution to facilitate the modification of liquor premises and a revised policy and revocable encroachment licenses to facilitate outdoor dining and retail in our ROW's (exhibit A). The encroachment license is an expanded version of our existing deck permit.

Town Staff is exploring the cost of the Town providing barriers and portable handicap ramps and availability of the equipment to facilitate premises to be expanded into the ROW. We to have an estimate for the BOT to review on 5/26.

The Planning Department has prepared a proposed policy for the expanded use of private outdoor spaces for retail and restaurant uses such as in shopping center parking lots. A resolution could be prepared for consideration on June 9th after input from the BOT.

RECOMMENDATION:

Town Staff recommends the Board of Trustees provide:

Direction on the management of Main Street ROW and adjacent ROW's.

Direction on purchasing barriers and handicap ramps.

Direction on finalizing a resolution on the expanded use of private outdoor spaces.

Town Staff recommends approval of Resolution 7, Series 2020 including the policy and encroachment permit in Exhibit "A".

Prepared By: Jay Harrington

JH

Town Manager

Main Street Closure Feedback and Ideas

Information gathered from the Carbondale Chamber, Carbondale Creative District and COVENTURE.

Main Street in Carbondale is the heart of our historic district and cultural center. It is home to approximately 17 restaurants and over 11 retail shops. The rest consists of professional offices, hair salons and a beloved movie theater.

The below is a brief overview of other towns making similar decisions, survey results from main street businesses, potential scenarios for consideration, and obstacles that will need to be addressed either at a state, or local level.

Articles:

Many communities are visiting closure of one or many streets to accommodate health, safety and economic development in the time of COVID. Here are some links from around Colorado and across the US:

- <https://patch.com/colorado/denver/downtown-denver-partnership-urges-street-closures-business>
- <https://www.westword.com/news/covid-19-update-colorado-restaurants-urged-to-serve-on-streets-sidewalks-11712941>
- <http://crestedbuttenews.com/2020/05/cb-council-open-to-a-one-way-elk-avenue-this-summer/>
- <https://sf.eater.com/2020/5/14/21258980/berkeley-coronavirus-covid-19-jesse-arreguin-street-closures>
- <https://www.masslive.com/massforward/2020/05/as-restaurants-prepare-for-reopening-springfield-considers-street-closures-to-allow-for-expanded-outdoor-dining.html>
- https://www.aspendailynews.com/news/city-of-aspen-working-on-recovery-street-plan-with-more-space-for-restaurants-retail/article_38d9b9f8-997e-11ea-8291-03c62fc84c83.html
- <https://www.paloaltoonline.com/news/2020/05/13/every-seat-outside-would-help-cities-consider-closing-streets-to-traffic-to-make-space-for-struggling-restaurants>
- <https://www.wlwt.com/article/cincinnati-to-close-number-of-streets-lanes-so-restaurants-can-expand-seating-capacity-outdoors/32419329>

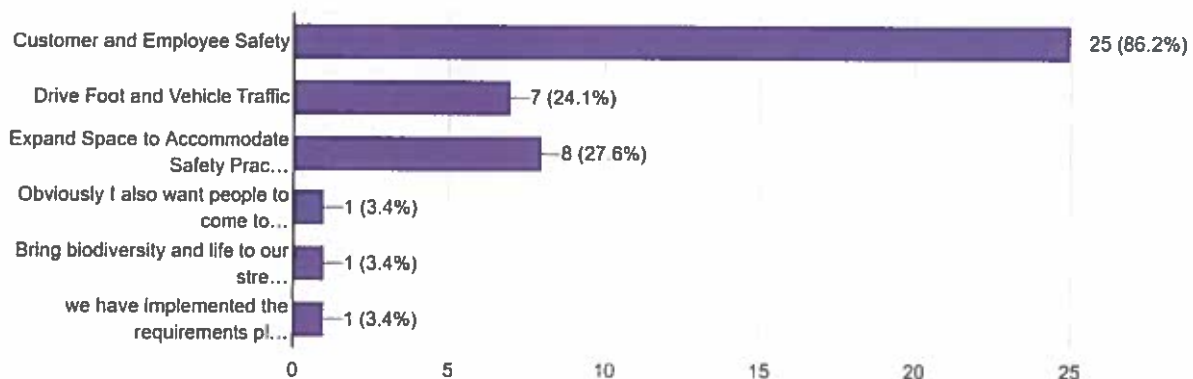
Survey Results:

A survey was released the week of May 10th to capture information from these businesses on street closure of Main Street. As of 5pm on Monday, May 18, 29 businesses have responded, and include:

ALLEGRIA	Dandelion Inn	Peppinos Pizza
Amore Realty	DHM Design	Phat thai
Batch	Equus Private Wealth	Roadside Gallery
Black Nugget	Fatbelly Burgers	Salt + Dirt Outside
Bonfire Coffee	Fiore' Salon	Design
Bonfire Coffee / Village	Garfield & Hecht, P.C.	Sawyer's Closet
Smithy	IzaKaya Carbondale	Strange Imports
Brass Anvil	KDNK	The Beat
Carbondale Animal	Landmark Cafe	Village Smithy
Hospital	Main Street Gallery and	
Carbondale Beer Works	The Framer	
Carbondale Clay Center	Marble Distilling Co.	

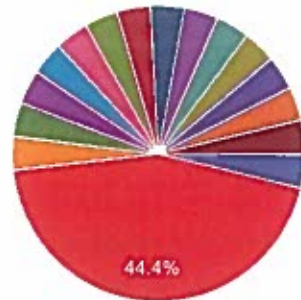
What are your business' highest priorities upon reopening?

29 responses



Can your business operate at:

27 responses

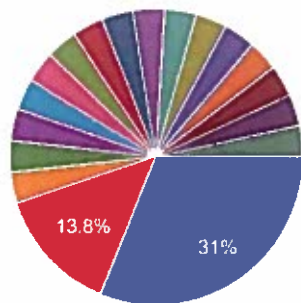


- 30% Normal Customer Rate
- 50% Normal Customer Rate
- I do not plan on reopening until I can c...
- Not a retail business so not applicable.
- We are operating now so any addition...
- We've been open the whole time
- Most clients are out of office so this is...
- Not sure, this whole situation may turn...

▲ 1/2 ▼

Would closing Main Street, not including cross streets, to vehicular traffic and making it more of a walking mall for periods of time, be a benefit or hindrance to reopening your business?

29 responses

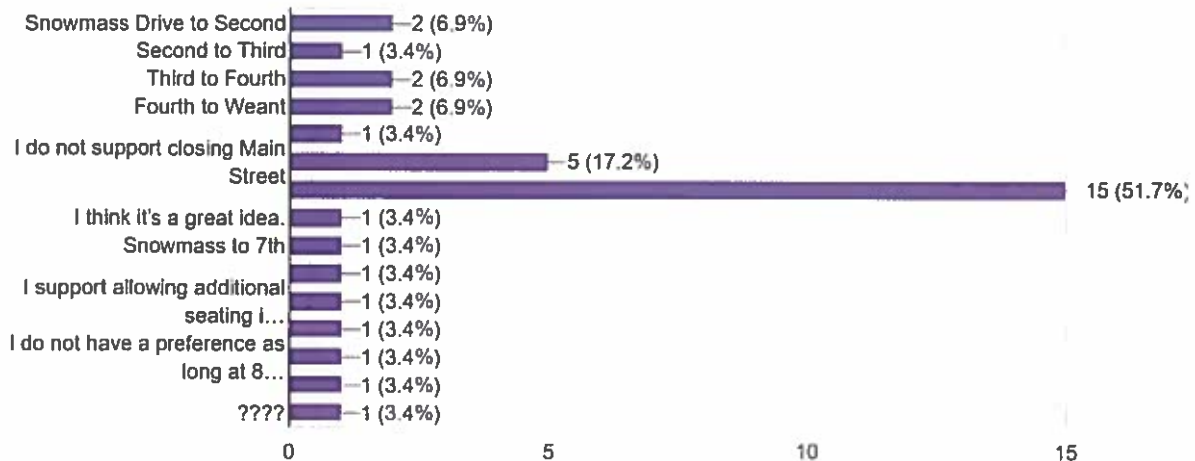


- Benefit
- Hindrance
- Unsure. Many of our customers have...
- I think people will feel safer having mo...
- Benefit as long as we know the times.
- We feel it's absolutely necessary with...
- I think it sounds ideal in theory. I woul...
- Not sure yet.

▲ 1/3 ▼

Would you support closing sections of Main Street for businesses to operate in front of their business, not including on the sidewalk, but in par...o the median? If so, what sections of Main Street?

29 responses

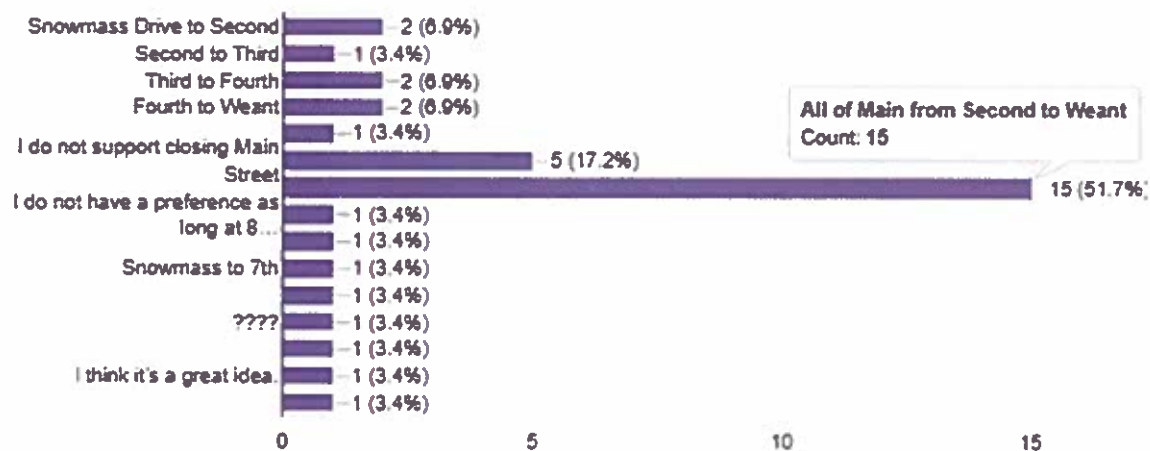


Please note, the chart above may appear misleading, as five people responded, "I do not support closing Main Street," and 15 people responded "I support closing all of Main Street. Do to a formatting issue, the answer option is cut off, so you can see it highlighted on the same bar below,

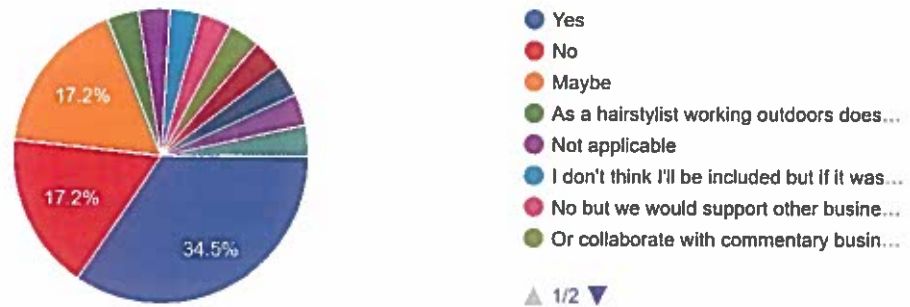
Would you support closing sections of Main Street for businesses to operate in front of their business, not including on the sidewalk, but in parking spots and street to the median? If so, what sections of Main Street?



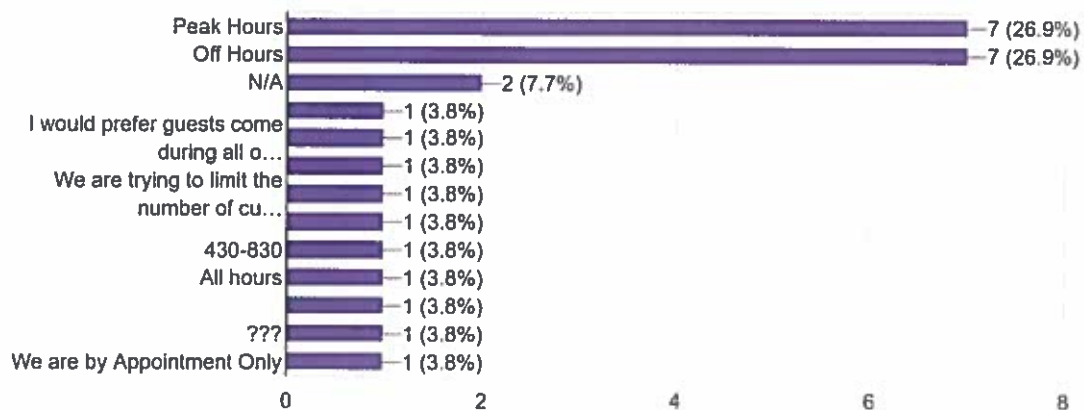
29 responses



As a business owner, if Main Street was closed on different days/times in front of your business, would you opt to expand your business into the st...vironment giving more space for safe operations?
29 responses

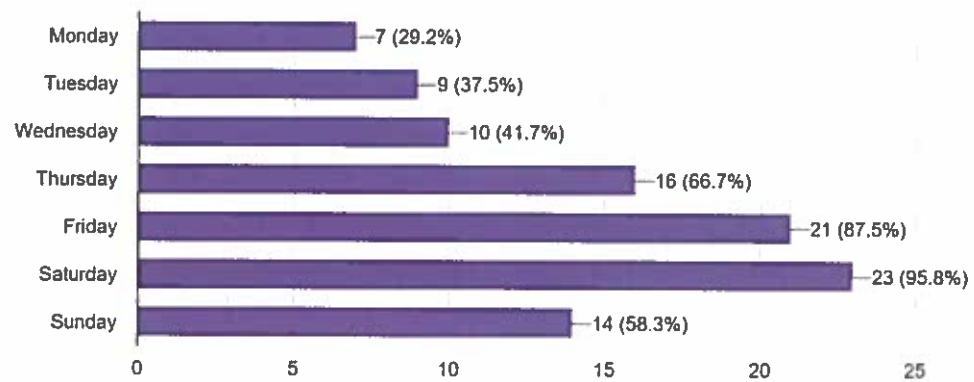


Is it more important to encourage customers to visit your store during peak hours, or during off hours?
26 responses



What days would you support closing Main Street to operate your business? Check all that apply.

24 responses

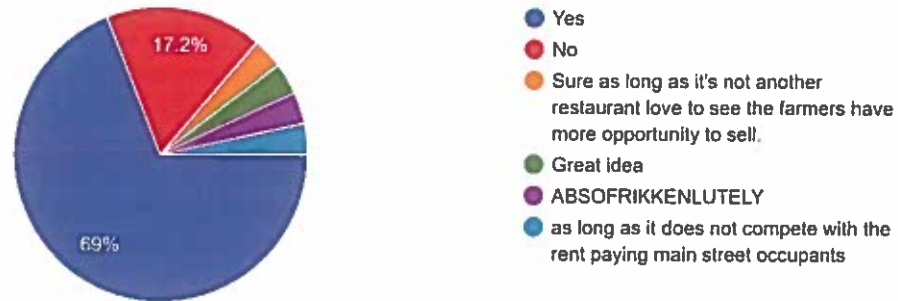


If Main Street was closed, do you see parking being an issue?

29 responses



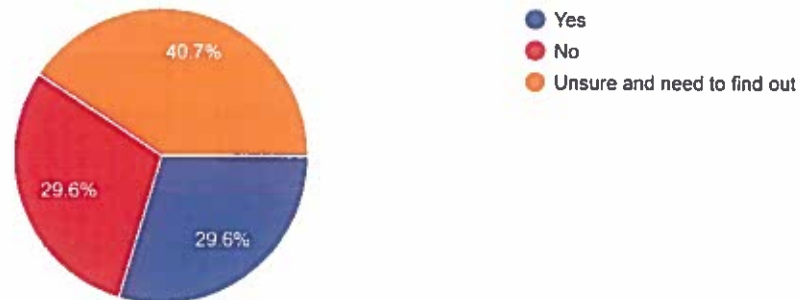
Would you be open to non-Main Street businesses operating on Main Street if a Main Street business did not participate? For example, extending the Farmers' Market to additional days and times.
29 responses



If the section of Main Street in front of your business was closed, and you chose not to operate on Main Street would you be open to donating the space to a non-Main Street business to operate?
27 responses



Would your current liability insurance cover expanded operations into Main Street?
27 responses



The survey also included three open-ended questions,

What specific needs would you have if Main Street was closed? For example, designated corners for pick up/carry out/delivery; delivery trucks do not fit down alleys.

- I'm not sure If Main will close where we are but if so then I would ask for ways to direct the flow of people for business.
- None
- I don't believe pickup on a corner works.
- I would want the space in front of me to remain curbside 15 minute max parking
- I need parking in front of my store for consignment drop off's. This is not only for items but the majority of my clients have small children with them so lugging items from a block away is not really an option. I would say I would benefit from 15 minute parking drop off spaces more than the liquor store and frame shop do... But that's a whole other convo. 🤔
- "PO Box 670, 660 N. Bridge Drive"
- Clear message about alternate routes to side street businesses like Dandelion Inn and True Nature.
- We need parking within 1 block of our office for clients. We need clients to get into the building safely which would not be an issue if events were on the street or in parking spaces (rather than on sidewalk).
- "3 rd st & main / 3 rd & 4 th St & back alley on either side
- In front of our hospital it would need to stay open for our clients and patients
- WE would support closing Main Street in whatever ways are of assistance to the local businesses.
- Keep the Streets Open

- 220 Main St. IF Main Street were closed, pick up could be from a cross street.
- N/A
- Pick up areas would be great!
- Parking
- We would need to be able to have delivery trucks access our driveway for Clay deliveries- which are large.
- Designated parking spots for tables, Liquor License Modification to serve outside on Main Street or 4th street and allowing customers to be able to bring drinks from establishment to outside table area.
- Our needs are having customers and Main Street being closed would help.
- We would have to establish new pick up procedures.
- We have a loading zone in front of our business . It is very important for curbside pickup

How can the Town of Carbondale help you and your business to reopen and encourage safe, responsible, business operations?

- Require masks to be worn in public in Carbondale and work with other municipalities to have a valley wide plan to have a cohesive COVID-19 task force.
- Listen to businesses and take recommendations based on a majority rule.
- opening dates, don't remove parking, don't block the street and my front door to customers by closing main st, promote buying and supporting local business
- "Make sure all businesses are allowed to open at same time not just businesses licensed as restaurants but taverns, bars, brewpubs, tasting rooms license holders as well. If a mask ordinance is put in place for my business I would want masks required unless you're seated at your table. I plan on fast casual as opposed to table service when we first open so my staff won't go to tables to take orders. People will come to the bar to maintain space between the guest and staff. And we will serve everything on single use plates and cups for the foreseeable future. I will not be in favor of everyone wearing gloves as we would have to change them constantly. Washing hands between guests is far more effective. Gloves are hard to come by right now and I need them for my cooks and whomever will be clearing and sanitizing tables between guests."
- Get off our backs and let us and our customers decide what is safe or not.
- Promote this slow time as an opportunity to honor Earth and make your land more habitat friendly; have been talking with Ben Bohmfalk for a year about a community-wide program to honor the Colorado Rockies and educate/support

people in renaturalizing their properties for small wildlife and easier, hands-off lifestyle. Adapt Wallace Stegner's "new aesthetic."

- Require the use of face masks for people entering a business.
- There is a lot of traffic at Fat Belly - it would be nice to allow some socially-distanced, outdoor seating when allowed. We would also support this for other restaurants.
- I think the town does an fine Job in supporting already , if things getting worse perhaps a tax break in some form would be nice
- More communication from the town on protocols and helpful advice.
- I would suggest an extensive and multipronged marketing program for the downtown area. This would need to be ramped up as the covid restrictions are relaxed. I would also suggest that the town of Carbondale provide a marketing stipend to each individual business that the business can use as they see fit.
- Thinking out of the box for the health and well being of our citizens and our businesses
- WE are OPEN and do not need assistance
- Allow outside seating. There are people who sit together at tables all over town. We have room to open a few tables outside which would allow for physical distancing.
- I feel like I have received a lot of guidance from the Chamber and the task force they put together to keep us all informed. I have been very grateful for my membership.
- Continue to encourage public health priorities and compassionate citizenship, as you have.
- We will likely seek advice as needed, we feel supported by the Town and know where to go should we need help.
- Putting together guide lines that allow for operations to work safely for both customers and employees. Access to sanitized bathrooms on Main Street . Sanitization stations. Encouraging the public to be safe and sanitize as a group effort.
- We need specific guidelines to go off so that we are not all just making it up per business. We absolutely support closing Main Street to create a safe outdoor area for people to support the local business' but we must have guidelines and protocols
- Keep 15 minute parking in front of business. If we have street closure, allow one spot in Town leased parking lot for pick up designation.
- Mask ordinance, keep Main Street OPEN
- The Town of Carbondale can require masks for all patrons inside of public and private businesses/buildings. This is to keep my staff safe and people trust that

Carbondale is doing it right, as a whole town. This would encourage confidence in our shopping district.

Additional Thoughts / Comments / Questions?

- "Business as Usual" is long gone. It is time to think outside the box and move forward with fresh ideas.
- The main st closing sounds good, but is flawed in my opinion. This will deter business traffic. Allowing sidewalk space, allowing one dedicated parking space in front of business, supplying and building a deck in that space for any business that wanted, or providing outside seating for multiple business to use would be better money and a thousand times more business friendly (great community construction and arts project) than the cost of closing main st, maybe some outdoor structures could have soft or slotted covers. We could use a motorcycle parking on my end 225 Main Street. Thank you for all ideas and efforts, we are hanging in there. Kanpai, Brent
- I want all of us to have the chance to survive this. If there's anything I can do to help please let me know. I have a lot of friends around the country that own businesses like mine so I have resources as to what's working elsewhere and what is not.
- A livelier Main Street and the ability for restaurants to offer seating is good for everyone as long as social distancing can still be practiced for as long as required.
- God bless this amazing community
- We support bringing activity back to Main Street and having outdoor, small group events in compliance with current regulations. We support local restaurants and retailers who want to bring their businesses outside this summer.
- As said prior we will have to look forward in what's ahead of us . The yesterday is over and all our past experience will need to be revisited to make it forward. Carbondale has a huge opportunity as a whole to create something new and revitalize itself . With the tourist uptick in the past, travelers have not forgotten us as a destination and they will be back . To show Carbondale in a new light will be very beneficial for us as a community . To live here in town and have a cool place to hang out and socialize with a respected distance can be of huge benefit for residents , young families and visitors . There are plenty of models out all over in the western civilized world where roads in the past had been converted into urban hang outs with great success. So let's get on it and make it happen .

- We won't get everything right in this new environment but we have to try out our few good ideas to help Main Street survive the downturn. Don't be afraid to take a risk and get feedback.
- I suggest that the farmers market be generally limited to agricultural products and that it be carefully screened to prevent having businesses in the farmers market that directly compete with local merchants
- Is this a belated April Fools Joke?
- Thanks for your help and interest.
- I love the idea of closing down Main Street for restaurants in particular. I know everyone can benefit from extra walking traffic as well!
- Look at other models like Berkeley, CA for guidance. No need to reinvent the wheel.
- Thanks for putting this option out to Carbondale Main St. Businesses. I really think its a great idea for the restaurants and bars. I think it would be awesome if we could come up with a regular space for outdoor movies as well!
- Our hope is to create a safe atmosphere to operate our business profitability but also safely. We believe creating a common area on Main Street is essential so That business' can operate at full capacity without packing people in an indoor space. Making sure our protocols are supported by the town is needed as locals and tourists will be critical. Safety is #1!!!!
- We are open to any collective decision and will adapt to any changes.
- We need our loading zone accessible and parking is limited as it is.
- I'm unsure of a lot due to being a business yet to open and having uncertainty of when I'll be permitted to open by GarCo Environmental Health. However I appreciate the forward thinking of Town of Carbondale to allow businesses to operate in Main Street and give employees and customers enough space to interact safely.

Possible Scenarios:

- Close Weant to Snowmass from Thursday - Saturday each week
 - Cross streets to remain open for pick ups, deliveries, and traffic
 - Traffic would be routed down Snowmass drive
 - Businesses would not be required to set up and tear down each day
 - Curfew at sunset would be implemented
 - Potential issues exist with security overnight
- Close 3rd-4th for whole summer w/Emergency vehicle/delivery lane in center open from 7 am-3 pm weekdays

- Multiple versions of this scenario are possible with closing other sections of main
- Allow businesses to expand into parking spaces without having a deck
 - Potential issues arise from vehicle traffic and heavy summer rains
- Utilize public space with more tables and relaxed liquor laws so people can order one place and eat elsewhere
 - Use of common consumption laws, but would require amendments to special event liquor permits and non-profit management requirements
 - Potential issues of gathering at these open tables, but would allow for more grab and go in open air environment
- Close Main Street each evening between select hours on select days
 - Would require businesses to set up and tear down each day
- Any combination of the above
 - A phased approach can also be used where sections of main street are closed to gauge interest and expand the closure as demand increases.
 - Subsequent phases could also include non-street businesses operating in open spaces not used by main street businesses

Open Questions:

- State liquor laws preventing patrons from carrying across sidewalk to dining area
- Special permits for expanding liquor consumption area into street
- Insurance required for expanded operations
- Overly complicated plan will disenfranchise businesses and instead opt to remain closed
- Complaints from a few outweigh the need/desire of the many

THESE GUIDELINES ARE DRAFT, AND FOR THE PURPOSES OF STAKEHOLDER INPUT ONLY. THEY ARE SUBJECT TO CHANGE, AND DO NOT INDICATE ANY DATE TO TAKE EFFECT. FEEDBACK IS WELCOME, PLEASE PROVIDE [HERE](#)

RESTAURANT AND FOOD SERVICES - PICK UP ONLY

SPACE	EMPLOYEES	CUSTOMERS
<ul style="list-style-type: none"> Limit restaurant service to walk up/ window/ curbside pick up, or delivery only -- all bars to remain closed to in-person patrons (take-out permitted, e.g. beer sales/cocktail kits from a brewery) Elevate and increase frequency of cleaning practices, including sanitization of high touch areas Conduct daily temperature checks and monitor symptoms in employees, logging all results. Refer symptomatic employees to the CDPHE Symptom Tracker Post signage for employees and customers on good hygiene and other sanitation practices Clearly designate pick-up waiting areas with markers for proper distancing between parties and ensure they do not interfere with in-establishment dining - whether indoors or outside 	<ul style="list-style-type: none"> Provide guidance and encouragement on maintaining 6 foot distancing between employees Wear gloves and facial coverings during customer interactions and whenever possible during meal-prep and other activities Institute frequent breaks to wash hands Require employees to stay home when showing any symptoms or signs of sickness Provide PPE (masks and gloves as appropriate) for employees who are managing deliveries, returns, etc. 	<ul style="list-style-type: none"> Implement 6 foot distancing measures (i.e., marked space in check-out lines) Provide contactless payment options (whenever possible) Deny service to customers who fail to adhere to hygiene and social distancing guidelines

RESTAURANT AND FOOD SERVICES - INDOOR AND OUTDOOR ON PREMISE DINING

All dining spaces must stop service no later than 10pm

SPACE	EMPLOYEES	CUSTOMERS
<ul style="list-style-type: none"> Restaurants may continue curbside pick up/delivery, including alcohol pick up/delivery. Outdoor dine-in service can be held with limited capacity, TBD based on the science, if the following requirements can be met: 	<ul style="list-style-type: none"> Conduct daily temperature and checks and monitor symptoms in all employees, logging all results. Refer symptomatic employees to the CDPHE Symptom Tracker. Require employees to stay home and refer to employer or state support when 	<ul style="list-style-type: none"> Consider providing an option for customers to "sign in" to facilitate notifying them if an exposure occurs Utilize a reservation system as much as possible to help aid in contact tracing Provide contactless payment options (whenever possible) Ask customers to wait outside of restaurant and away from outside dining areas until seated in clearly marked area

- Minimum of 8 feet of spacing between parties - table to table.
- All employees must wear facial coverings and gloves
- Sanitization and deep-cleaning of all shared surfaces between seatings
- **Indoors dine-in service can be held at a limited capacity, TBD based on the science, if the following requirements can be met:**
 - Minimum of 8 feet of spacing between parties - table to table
 - All employees must wear facial coverings and gloves
 - Proper ventilation per OSHA guidance
 - Sanitization and deep-cleaning of all shared surfaces between parties/at each turnover
- Limit party size to **six people or less**
- Make efforts to reduce congregating inside and outside the establishment including:
 - Encouraging reservations, and preferably only utilizing a reservation system if feasible
 - No communal seating
 - No self service stations or buffets
 - No seat yourself options
 - No bar seating if the bar is being used for food or beverage service; if it's not being used for service then parties could sit there under same requirements as a regular table
 - Clearly mark floor and ground for queue spacing and foot traffic suggestions
 - Place pylons, table tents or clearly marked decor or signage on tables not available for seating customers
- Post clear signage notifying patrons and employees of hygiene and sanitation expectations, including not entering if they are experiencing any symptoms.
- Minimize objects touched by multiple patrons including:
 - Remove/close games and dance floors that require or encourage standing around (darts/pool

showing any symptoms or signs of sickness [ADD CDLE SICK LEAVE].

- Provide guidance, systems, and encouragement on maintaining 6 foot distancing between employees to the greatest extent possible
- Require employees to wear gloves and facial coverings during customer interactions and whenever possible during other activities
- Require facial coverings and gloves for vendors, suppliers, and contract workers entering the licensed establishment
- Encourage frequent breaks to wash hands (at least every 30 minutes) including upon arrival and departure
- Strict adherence to the hygienic practices listed in the *Colorado Retail Food Regulations* including:
 - Frequent hand washing
 - Changing of gloves between tasks, and
 - Use a fresh pair of gloves after each hand washing
- Implement policies to limit group interactions including staggering of shift changes, breaks, etc
- Considering modifying the menu to create additional space in the kitchen and promote social distancing. Implement social distancing where practicable
- "All staff" meetings must follow social distancing. Consider virtual meetings or meetings outside with appropriate distancing.
- Only disposable cups. Leave personal water bottles at home.
- Family meals or shift meals should not be consumed onsite.

separate from food pick-up space, and maintain proper social distancing from other guests waiting to be seated

- Restrict standing and/or congregating in the bar area, entrance/exit, and any interior spaces.
- Continue curbside pick up/delivery options and recommend for vulnerable individuals
- Request facial coverings are worn by customers when not eating or drinking i.e., walking past other tables to get to the delivery. Consider refusing service to customers who refuse to adhere to hygiene and social distancing guidelines *(restrictions based off of denial of service guidelines for alcohol)*
- Make accommodations for individuals unable to adhere to hygiene and social distancing requirements, such as takeout or

IF THERE IS A CONFIRMED CASE AMONG CUSTOMERS OR EMPLOYEES the restaurant must notify and cooperate with their local public health agency on next steps.

Local public health agency contacts can be found [here](#).

- tables/shuffle board, arcade games);
remove board games
 - Discontinue use of table cloths, or move to single-use or remove and replace laundered table cloths between partons
- Clean and disinfect any shared objects thoroughly between uses
- Increase cleaning and disinfection protocols and track with publicly posted cleaning logs including:
 - Use disposable single-use menus, menu boards, or create on-line menus for guests to review from their electronic device
 - Provide single use or single serving condiments
 - Sanitize restrooms every 30 minutes
 - Block off stalls and urinals with proper signage to support 6ft between patrons. This may require reduced bathroom capacity or even only 1 person in a bathroom at a time.
- Provide hand sanitizer at check-in table/desk and throughout the venue

Regulation 47-302 Changing, Altering, or Modifying Licensed Premises.

Basis and Purpose. The statutory authority for this regulation is located at subsections 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. The purpose of this regulation is to establish procedures for a licensee seeking to make material or substantial alterations to the licensed premises, and provide factors the licensing authority must consider when evaluating such alterations for approval or rejection.

- A. After issuance of a license, the licensee shall make no physical change, alteration or modification of the licensed premises that materially or substantially alters the licensed premises or the usage of the licensed premises from the latest approved plans and specifications on file with the state and local licensing authorities without application to, and the approval of, the respective licensing authorities. For purposes of this regulation, physical changes, alterations or modifications of the licensed premises, or in the usage of the premises requiring prior approval, shall include, but not be limited to, the following:
1. Any increase or decrease in the total size or capacity of the licensed premises.
 2. The sealing off, creation of or relocation of a common entryway, doorway, passage or other such means of public ingress and/or egress, when such common entryway, doorway or passage alters or changes the sale or distribution of alcohol beverages within the licensed premises.
 3. Any substantial or material enlargement of a bar, relocation of a bar, or addition of a separate bar. However, the temporary addition of bars or service areas to accommodate seasonal operations shall not require prior approval unless the additional service areas are accompanied by an enlargement of the licensed premises.
 4. A temporary outside service area located on a sidewalk owned by a municipality, and that the licensee possesses in accordance with subsection (B)(2) of this regulation, may be approved by the state and local licensing authorities upon the annual filing of a temporary modification of premises application, due at the time of initial application or at the time of renewal, on a form approved by the State Licensing Authority, and payment of the associated fee as set forth in Regulation 47-506, provided that:
 - a. the proposed temporary outside service area located on a sidewalk is immediately adjacent to the licensed premises;
 - b. The licensed premises, as temporarily modified, will comprise a definite contiguous area; and
 - c. Plans and specifications identifying the temporary outside service area located on a sidewalk accompany the form and fee.
 5. Any material change in the interior of the premises that would affect the basic character of the premises or the physical structure detailed in the latest approved plans and specifications on file with the state and local licensing authorities. However, the following types of modifications will not require prior approval, even

if a local building permit is required: painting and redecorating of premises; the installation or replacement of electric fixtures or equipment, plumbing, refrigeration, air conditioning or heating fixtures and equipment; the lowering of ceilings; the installation and replacement of floor coverings; the replacement of furniture and equipment; and any non structural remodeling where the remodel does not expand or reduce the existing area designed for the display or sale of alcohol beverage products.

6. The destruction or demolition, and subsequent reconstruction, of a building that contained the retailer's licensed premises shall require the filing of new building plans with the local licensing authority, or in the case of manufacturers and wholesalers, with the state licensing authority. However, reconstruction shall not require an application to modify the premises unless the proposed plan for the newly-constructed premises materially or substantially alters the licensed premises or the usage of the licensed premises from the plans and specifications detailed in the latest approved plans and specifications on file with the state and local licensing authorities.
7. Nothing herein shall prohibit a licensee, who is otherwise not eligible for an optional premises permit or optional premises license, from modifying its licensed premises to include in the licensed premises a public thoroughfare, if the following conditions are met:
 - a. The licensee has been granted an easement for the public thoroughfare for the purpose of transporting alcohol beverages.
 - b. The public thoroughfare is authorized solely for pedestrian and non-motorized traffic.
 - c. The inclusion of the public thoroughfare is solely for the purpose of transporting alcohol beverages between licensed areas, and no sale or consumption will occur on or within the public thoroughfare.
 - d. Any other conditions as established by the local licensing authority.
- B. In making its decision with respect to any proposed changes, alterations or modifications, the licensing authority must consider whether the premises, as changed, altered or modified, will meet all of the pertinent requirements of the Colorado Liquor or Beer Codes and related regulations. Factors to be taken into account by the licensing authority shall include, but not be limited to, the following:
 1. The reasonable requirements of the neighborhood and the desires of the adult inhabitants.
 2. The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement.
 3. Compliance with the applicable zoning laws of the municipality, city and county or county.

4. Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary.
 5. The legislative declaration that the Colorado Liquor and Beer Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state.
- C. If permission to change, alter or modify the licensed premises is denied, the licensing authority shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the licensing authority within fifteen (15) days after the date of notice.
- D. This regulation shall be applicable to the holder of a manufacturer's license as specifically defined in Section 44-3-402, C.R.S., or a limited winery defined in section 44-3-403, C.R.S, only if the physical change, alteration, or modification involves any increase or decrease in the total size of the licensed premises. Except, any change, alteration, or modification of a sales room, shall be reported in accordance with subsection (A).
- E. Neither the state or local licensing authority shall impose any additional fees for the processing or review of an application for a modification of premises for the holder of a manufacturer's license.
- F. DUE TO PUBLIC HEALTH CONCERNS RAISED BY THE PRESENCE COVID-19 IN COLORADO, A LICENSEE MAY APPLY TO TEMPORARILY MODIFY ITS LICENSED PREMISES TO FACILITATE SOCIAL DISTANCING BY EMPLOYEES AND CUSTOMERS AND TO FACILITATE COMPLIANCE WITH THE REQUIREMENTS OF APPLICABLE PUBLIC HEALTH ORDERS (SEE REGULATION 47-1102).
1. IF PERMITTED BY THE RELEVANT LOCAL LICENSING AUTHORITY, THE TEMPORARY PREMISES MODIFICATION MAY INCLUDE EXPANSION OF THE LICENSED PREMISES INTO OUTSIDE AREAS THAT THE LICENSEE POSSESSES IN ACCORDANCE WITH SUBSECTION (B)(2) OF THIS REGULATION, PROVIDED THAT:
 - A. ANY OUTSIDE AREA PROPOSED TO BE INCLUDED IN THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, IS CONTIGUOUS OR ADJACENT TO THE LICENSED PREMISES AND APPROPRIATELY MONITORED BY THE LICENSEE;
 - B. THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, WILL COMPRISE A DEFINITE CONTIGUOUS AREA
 - C. THE LICENSEE WILL DESIGNATE THE BOUNDARIES OF THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, USING BARRIERS APPROVED BY THE LOCAL LICENSING AUTHORITY AND STATE LICENSING AUTHORITY AND POST WARNING SIGNS IN AREAS VISIBLE TO THE PUBLIC, INCLUDING ALL POINTS OF INGRESS AND EGRESS, REGARDING LAWS AGAINST PUBLIC CONSUMPTION OF ALCOHOL BEVERAGES;
 - D. THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, WILL NOT ENCROACH UPON OR OVERLAP WITH THE LICENSED PREMISES OF ANY OTHER LICENSEE;

- E. THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, COMPLIES WITH LOCAL BUILDING AND ZONING LAWS; AND
 - F. THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, COMPLIES WITH ALL OTHER RESTRICTIONS AND REQUIREMENTS IMPOSED BY THE COLORADO LIQUOR CODE AND RULES.
- 2. A TEMPORARY MODIFICATION OF A LICENSED PREMISES PURSUANT TO THIS SUBSECTION (F) MAY BE APPROVED BY THE STATE AND LOCAL LICENSING AUTHORITIES AFTER THE FILING OF A TEMPORARY MODIFICATION OF PREMISES APPLICATION ON A FORM APPROVED BY THE STATE LICENSING AUTHORITY, INCLUDING PLANS AND SPECIFICATIONS OF THE LICENSED PREMISES, AS TEMPORARILY MODIFIED, AND A ONE-TIME PAYMENT OF THE MODIFICATION OF LICENSED PREMISES FEE SET FORTH IN REGULATION 47-506.
- 3. ANY TEMPORARY MODIFICATION APPROVED PURSUANT TO THIS SUBSECTION (F) SHALL EXPIRE ONE HUNDRED TWENTY DAYS FROM THE DATE SUBSECTION (F) OF THIS REGULATION IS ADOPTED BY THE STATE LICENSING AUTHORITY, UNLESS EXTENDED BY SUBSEQUENT RULE OR OTHER ACTION OF THE STATE LICENSING AUTHORITY. A LICENSEE IS NOT REQUIRED TO PAY AN ADDITIONAL MODIFICATION OF LICENSED PREMISES FEE OR OBTAIN APPROVAL TO REMOVE A TEMPORARY MODIFICATION TO THE LICENSED PREMISES UPON EXPIRATION OF THIS SUBSECTION (F).



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

**Proposed Temporary Outdoor Commercial Uses – Temporary Regulations
May 2020**

Due to the Emergency Resolution passed by the Board of Trustees on March 17, 2020 due to the COVID-19 pandemic, a business owner may operate a commercial business in the required parking areas associated with their location in order to provide social separate provided the following conditions are met:

1. The business owner must obtain permission from the property owner to use a portion of the required parking area for commercial operations prior to commencement of the use.
2. The property owner is responsible for designating which portions of the required parking area may be used for outside commercial operations, as well as allocating which areas may be used by the tenants of the building.
3. The business owner may operate their business in the required parking area for no more than 120 days. The business owner may request an extension from the Town after the 120 day period expires, provided the property owner authorizes the extension.
4. Any commercial operation conducted in the required parking areas shall be by tenants located within the building associated with the required parking area.
5. No outside vendors are allowed to operate within the required parking area.
6. A business should take care not to negatively affect other tenants in the building. If there is a dispute amongst tenants, it will be the responsibility of the property owner to settle the dispute.

**TOWN OF CARBONDALE, COLORADO
RESOLUTION NO. 7
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. 7, Series of 2020
Page 2

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 terms of Revocable License Agreements may commence on or after May 1 and extend until October 15 or such later date as the Public Works Director should determine 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.

Town of Carbondale, Colorado
Resolution No. 7, Series of 2020
Page 3

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 of the year of issuance 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

14689461_1

EXHIBIT A TO RESOLUTION NO. 7, SERIES OF 2020**REVISED POLICY****May 26, 2020**

**FOR PRIVATE USE OF TOWN RIGHTS-OF-WAY
WITHIN THE TOWN OF CARBONDALE BY LOCAL BUSINESSES
FOR OUTDOOR DINING OR RETAIL USES,
AND FOR THE EXECUTION OF REVOCABLE LICENSE AGREEMENTS
AUTHORIZING SUCH USES**

General Policy. The Town of Carbondale may allow outdoor, curbside dining or retail use of public rights-of-way within the Town of Carbondale from May 1st through October 15th of each year (or such later date as the Public Works Director may determine to commence preparation of streets for winter operations). Any applicant to use Town rights-of-way for these purposes must pay an application fee set by Town Staff, conform to this Policy, and execute a Revocable License Agreement that has been previously approved by the Town Attorney and the Board of Trustees (sample *attached*), subject to annual review.

Standards:

1. All outdoor dining or retail areas must be fully accessible to the physically handicapped.
2. The outdoor dining or retail area must be visually cohesive and well integrated with the rest of the Town's right-of-ways.
3. In order to promote safety in outdoor dining in or retail use of the Town right-of-way, all outdoor dining and retail areas must at all times include a passageway and emergency exit in the sidewalk corridor. To the extent the Town requires semi-permanent barriers around the perimeter of any outdoor dining area or retail area, such barriers must be able to withstand inclement outdoor weather and a prescribed amount of lineal force per square foot.
4. The applicant must provide required indemnifications and meet all insurance requirements as prescribed by the Town.
5. In addition to executing a revocable license agreement, all applicants for outdoor dining uses must procure any other required permits, licensing, or approvals from the State of Colorado and the Town in order to lawfully serve food and alcohol.
6. All applicants must establish plans for inclement weather that comply with all applicable public health orders, requirements and policies of the Town, Garfield County Public Health, and/or the Colorado Department of Public Health and Environment.

SAMPLE REVOCABLE LICENSE AGREEMENT

1. **THIS REVOCABLE LICENSE AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 20__, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter "Town") and _____ [legal name of business], a _____ [type of entity; e.g., "a Colorado limited liability company"] (hereinafter "Licensee").

2. **WHEREAS**, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the _____ [insert street name] right-of-way for _____ [outdoor food and beverage service or retail use]; and

3. **WHEREAS**, the Town is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

4. **NOW, THEREFORE**, the Town and Licensee agree as follows:

1. **Licensed Premises.** The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Licensed Premises"): that portion of the _____ [insert name of street] right-of-way and sidewalk that is located adjacent to _____ [insert name and street address of business establishment], as more particularly described and depicted in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference.

2. **Term; Payment.** The license herein granted shall be effective upon the date of Town execution of this Agreement and shall continue until _____, 20__ unless this Agreement is sooner terminated as provided herein. Licensee shall pay for the license granted herein a non-refundable license fee of \$_____, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.

3. **Purpose and Conduct of Use.** The Licensed Premises may be occupied and used by Licensee during the term of this Agreement for either ____ [check if applicable] (1) constructing, installing, operating, maintaining and repairing a temporary patio and/or Town-approved or provided barriers to separate an outdoor dining area for food and beverage service from other public street uses, or ____ [check if applicable] (2) for outdoor retail uses that similarly establish protective barriers from other street uses. In its use and occupancy of the Licensed Premises, Licensee shall strictly comply with the following standards and requirements:

- a. Outdoor dining service shall commence no earlier than ____ a.m. and end no later than ____ p.m. Outdoor retail uses shall commence no earlier than ____ a.m. and end no later than ____ p.m. The Town may also establish additional restrictions such that portions of the Licensed Premises may continue to be utilized for public street uses during certain days/times (e.g. the Town may determine to keep more public parking or driving areas available within the right-of-way from Sunday to Thursday, and to allow more public right-of-way area to be utilized for private outdoor dining or retail uses on Fridays and Saturdays). The portions of the Licensed Premises that the Town reserves the right to periodically resume public

use of are described as follows _____ and depicted on Exhibit A.

- b. Alcohol service within all Licensed Premises for outdoor dining shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted. Alcohol service requires and is subject to all other applicable State of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval or amendment to any existing approval has been made or relied upon.
 - c. No chairs, tables, sales racks or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit "A," which corridor shall remain open at all times for pedestrian passage.
 - d. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Licensed Premises.
 - e. Licensee shall at its sole expense promptly remove from the Licensed Premises and any adjacent areas all trash generated by its operation of the patio facilities.
 - f. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Licensed Premises.
4. Improvements. Licensee shall have the right to install on the Licensed Premises, or on portions of the Licensed Premises, improvements consisting of decking, fencing, tables, chairs, barriers and other necessary facilities, as specifically described and depicted in Exhibit "B," collectively, the "Improvements." Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the Improvements. All Improvements installed by the Licensee shall be completed in accordance with plans and specifications approved in advance by the Town. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically authorized by the Town on Exhibit "B", Licensee shall not place, build, expand, or add to any structures or other items on the Licensed Premises.
5. General Use and Care of Licensed Premises. Licensee shall take such actions as are necessary to maintain the Improvements and the Licensed Premises in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Licensed Premises.
6. No Estate in Licensed Premises. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Licensed Premises, or any other interest in real property included in the Licensed Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Licensed Premises.

7. Termination. The license granted by this Agreement may be suspended or terminated by the Town at any time for any reason. Licensee's consent shall not be required to suspend or terminate the license. To the extent reasonably practicable, and unless termination is due to an immediate issue of public safety, health and welfare, the Town shall provide written notice at least 45 days in advance of the termination date.

8. Compliance. If Licensee fails to comply with its obligations under this Agreement, the Town may, at its sole option, terminate the license or take such measures as it determines necessary to bring the Licensed Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.

9. Acknowledgment of General Condition. Licensee acknowledges that its use and occupancy hereunder is of the Licensed Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Licensed Premises in order to make the Licensed Premises suitable for Licensee's intended uses.

10. Acknowledgment and Acceptance of Specific Matters. Licensee specifically acknowledges that the Licensed Premises may not currently meet standards under federal, state or local law for Licensee's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the Town. Compliance with such standards, if required for Licensee's use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee's use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

11. Taxes. The Licensed Premises are presently exempt from any real property taxation. In the event the County Assessor determines that the Licensed Premises are subject to the lien of general property taxes due to Licensee's use or occupancy, Licensee shall be responsible for the payment of taxes, and hold harmless and indemnify the Town from any obligations related to the same.

12. Liens. Licensee shall also be solely responsible for, promptly pay, and hold harmless and indemnify the Town from and against any claims, for all services, labor or materials furnished to the Licensed Premises at the instance of Licensee. The Town may also discharge any liens or claims arising from the same and recover all costs and expenses from Licensee.

13. Personal Property. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee. However, during any periods that portions of the Licensed Premises remain available for full public street use during certain days/times pursuant to sub-section 3(a), above, and provided that the Licensee removes all private Improvements from such portions of the Licensed Premises during such public use periods, this section 13 shall not apply.

14. Right of Entry.

- a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Licensed Premises to inspect, improve, maintain, alter, or utilize the Licensed Premises or an adjacent premises.
- b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Licensed Premises as long as necessary, in the Town's sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Licensed Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.
- c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license.
- d. The Town may also periodically resume public use of designated portions of the Licensed Premises pursuant to sub-section 3(a), above.

15. Indemnity and Release. Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee's use and occupancy of the Licensed Premises. Licensee agrees to indemnify and hold harmless the Town, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses arising out of, resulting from, or in any way connected with Licensee's use and occupancy of the Licensed Premises, the conduct of Licensee's operations or activities on the Licensed Premises, liens or other claims made, asserted or recorded against the Licensed Premises as a result of Licensee's use or occupancy thereof, or the rights and obligations of Licensee under this Agreement, including but not limited to any attorneys' fees, costs, or expert witness fees incurred by the Town in defense of any claim. Licensee hereby further expressly, releases and discharges the Town, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damages or any person or property that may be sustained by reason of the use or occupancy of the Licensed Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the Town's officers or employees.

16. Insurance. Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Licensed Premises to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee's use, occupancy or maintenance of the Licensed Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves beer or liquor on the Licensed Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be

named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee's occupancy of the Licensed Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

17. No Waiver of Immunity or Impairment of Other Obligations. The Town does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the Town, and its officers and employees.

18. Restoration of Licensed Premises. At the termination of this Agreement by lapse of time or otherwise, Licensee shall deliver up the Licensed Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At the time of such termination, Licensee at its sole expense shall remove from the Licensed Premises all Improvements and other items placed on the Licensed Premises. If any such Improvements or items are not removed at the termination of this Agreement, the Town may remove them at Licensee's sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.

19. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

Town of Carbondale
c/o Town Manager
511 Colorado Avenue
Carbondale, CO 81601

LICENSEE:

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

20. Existing Rights. Licensee understands that the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Licensed Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements or easements or other interests.

21. No Waiver. Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

22. Successors & Assigns. This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town's sole option and discretion. The sale or transfer of Licensee's business shall result in automatic termination of this Agreement.

23. Entire Agreement; Authority. This Agreement is the entire agreement between the Town and Licensee and may be amended only by written instrument subsequently executed by the Town and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

24. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

25. No Third Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule
municipal corporation

By: _____
Title: Town Manager

ATTEST:

Town Clerk

LICENSEE: _____

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The above and foregoing signature of _____, as
_____ of _____, was subscribed and sworn to before
me this ____ day of _____, 20__.

Witness my hand and official seal.

My commission expires on: _____

Notary Public

**EXHIBIT A
OF
SAMPLE REVOCABLE LICENSE AGREEMENT**

Description and Depiction of Licensed Premises

**EXHIBIT B
OF
SAMPLE REVOCABLE LICENSE AGREEMENT**

Detailed description of Improvements

tp5zvxb.DOCX



Colorado Economic and Fiscal Outlook

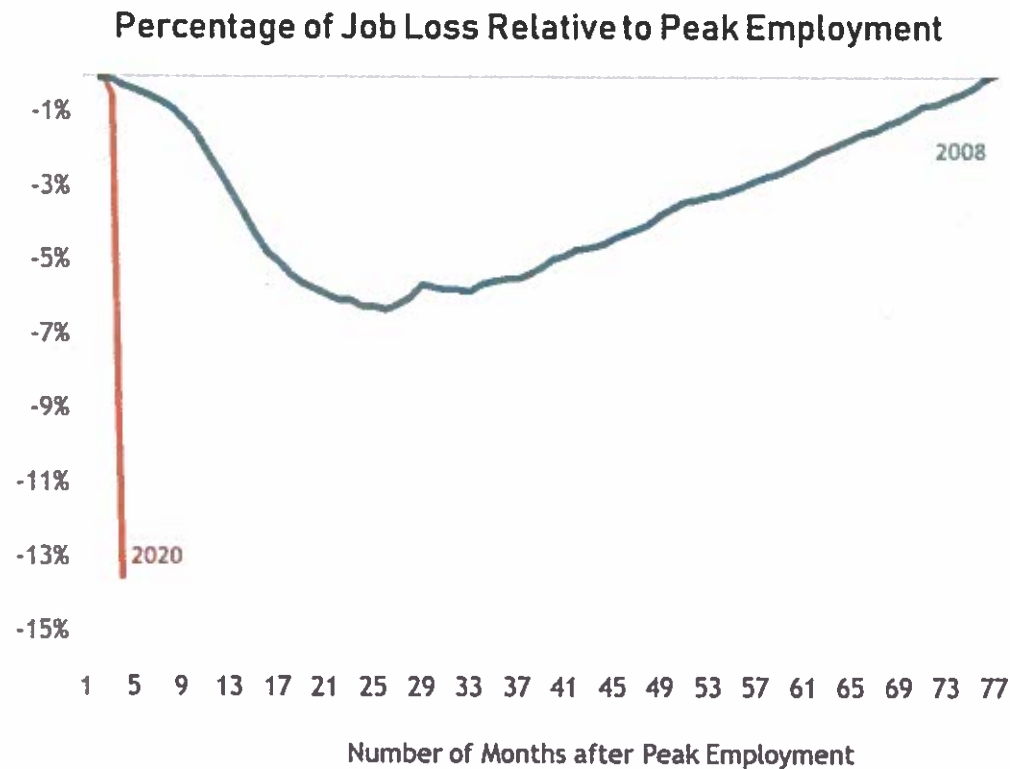
Lauren Larson - Director

Luke Teater - Deputy Director

May 12, 2020

The speed of the economic contraction is unprecedented and the path to recovery remains uncertain

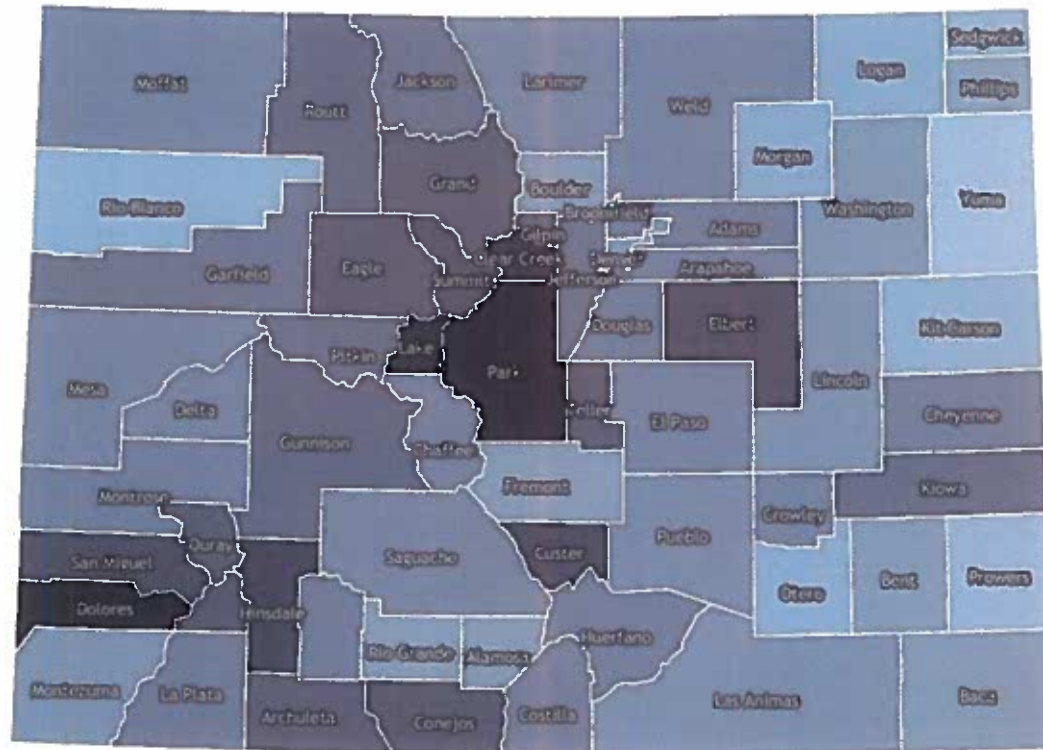
Job Loss Relative to Peak Employment



Source: U.S. Bureau of Labor Statistics



Unemployment Claims by County through April 25th



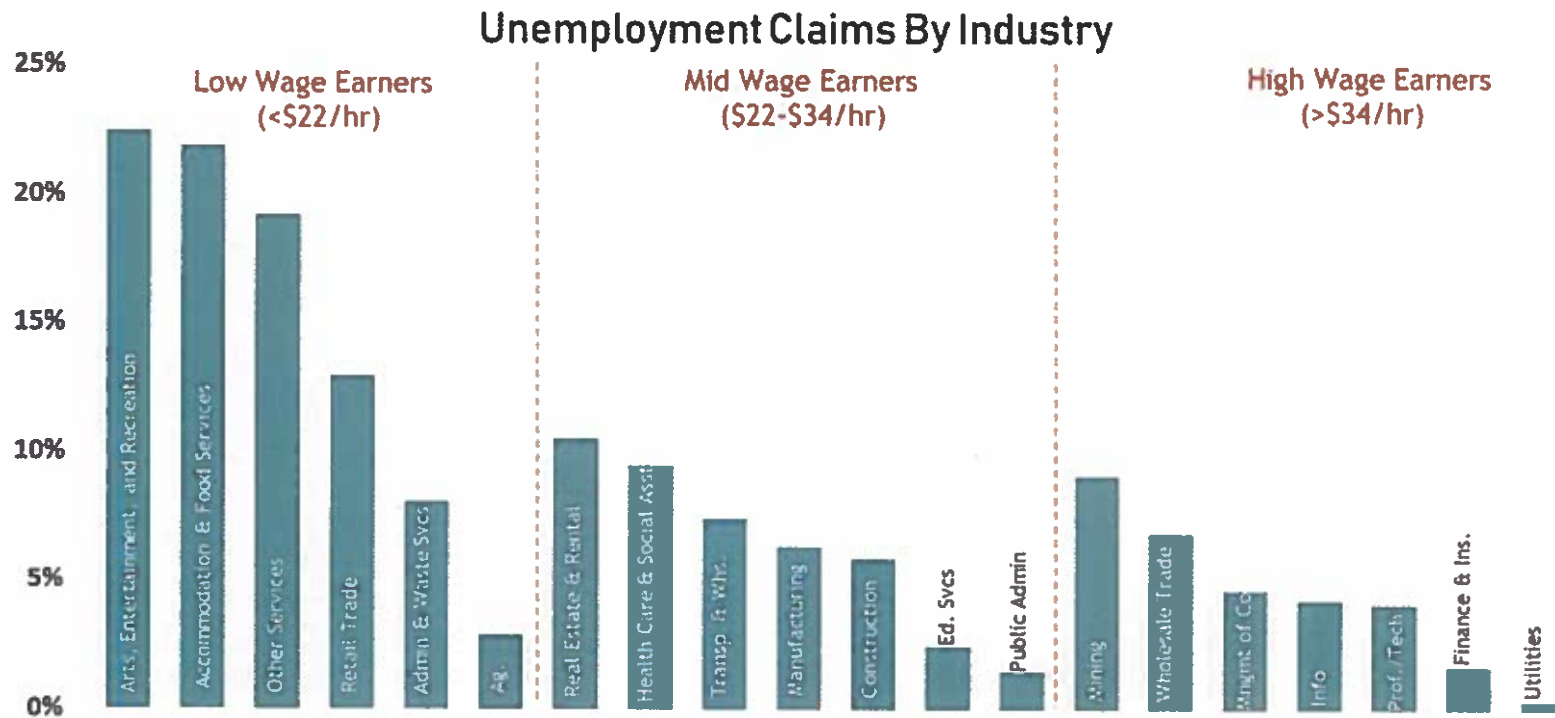
Average UI Claim Rate

Eastern	9.2%
Front Range	11.5%
Mountain	21.6%
Southern	11.3%
Western	17.4%

Sources: CDLE & Colorado Counties Inc.



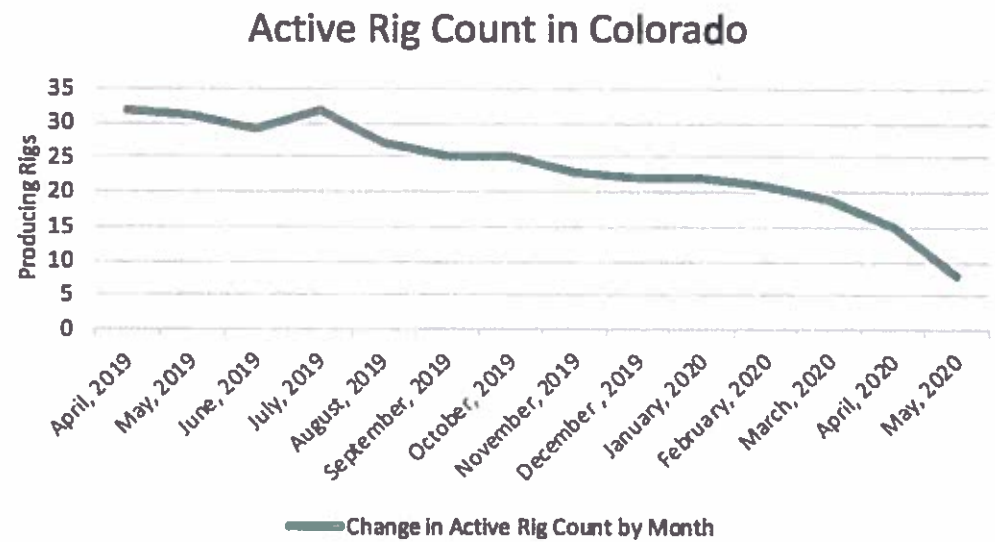
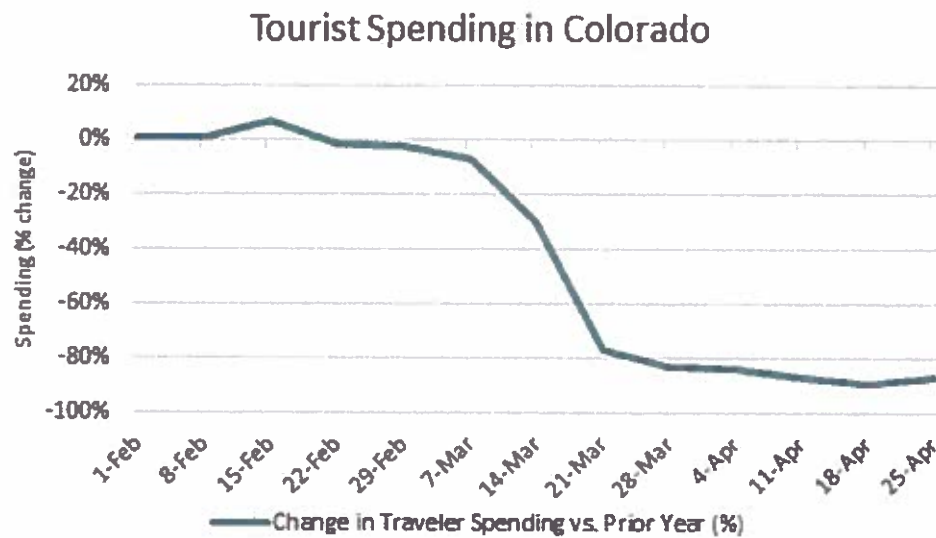
Unemployment hits industries with lower wage earners



Source: CDLE (unemployment claims filed from March 21st through April 25th, 2020)

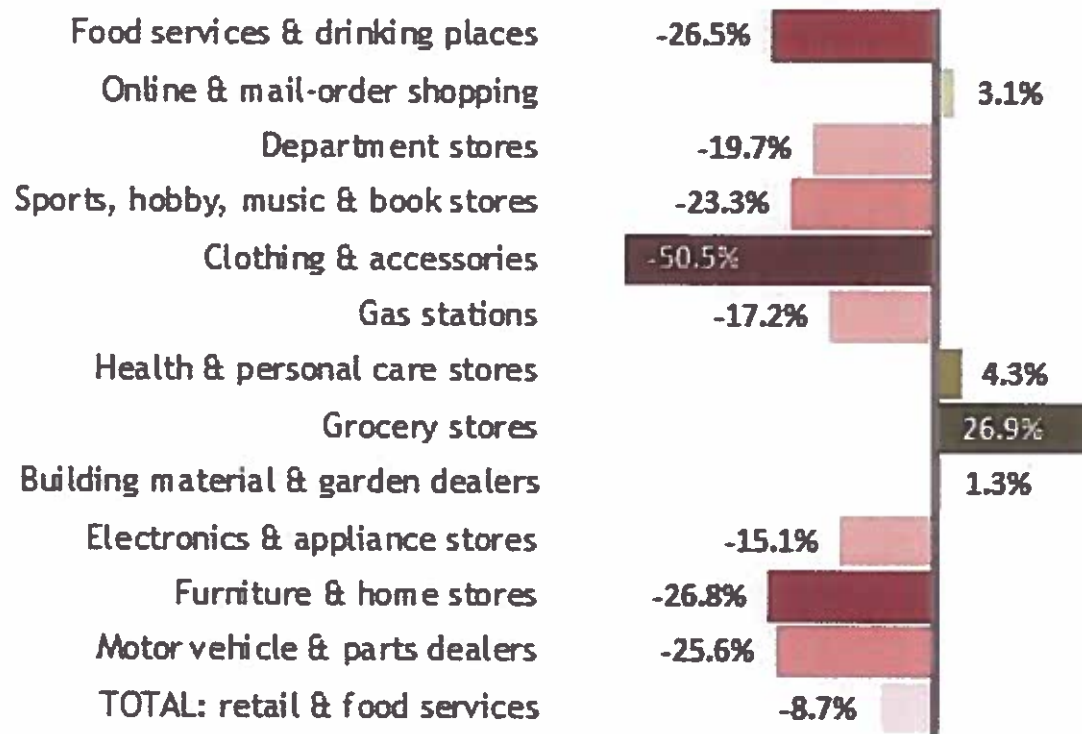


Tourism and Energy

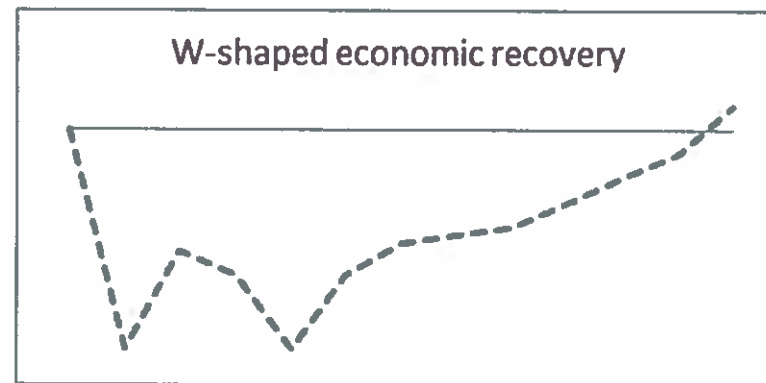
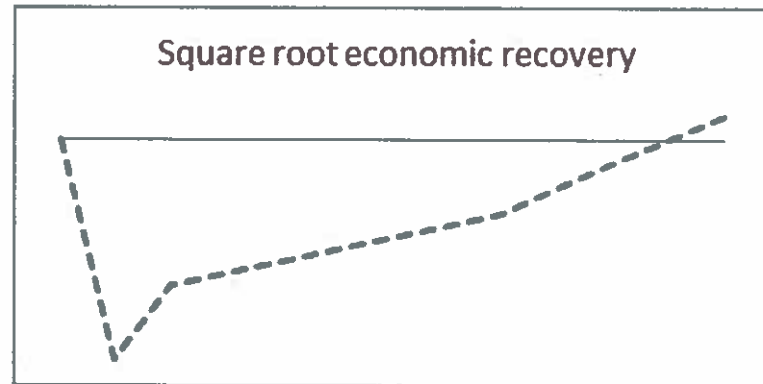
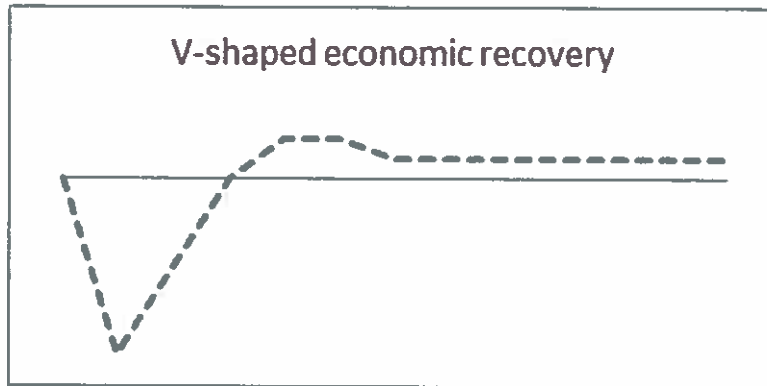


Consumer Activity

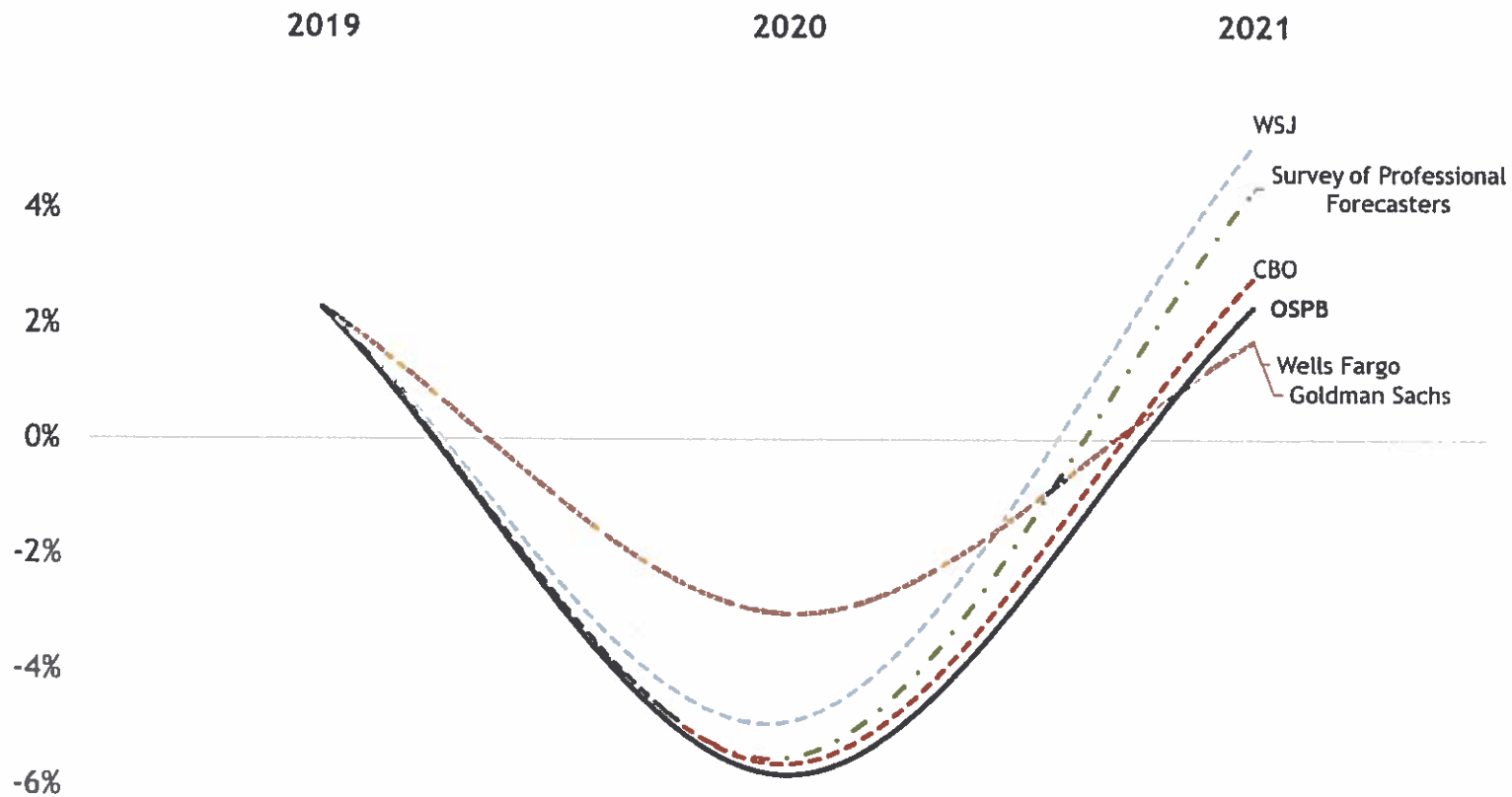
Changes in U.S. Retail Sales, March 2020



What a recovery could look like

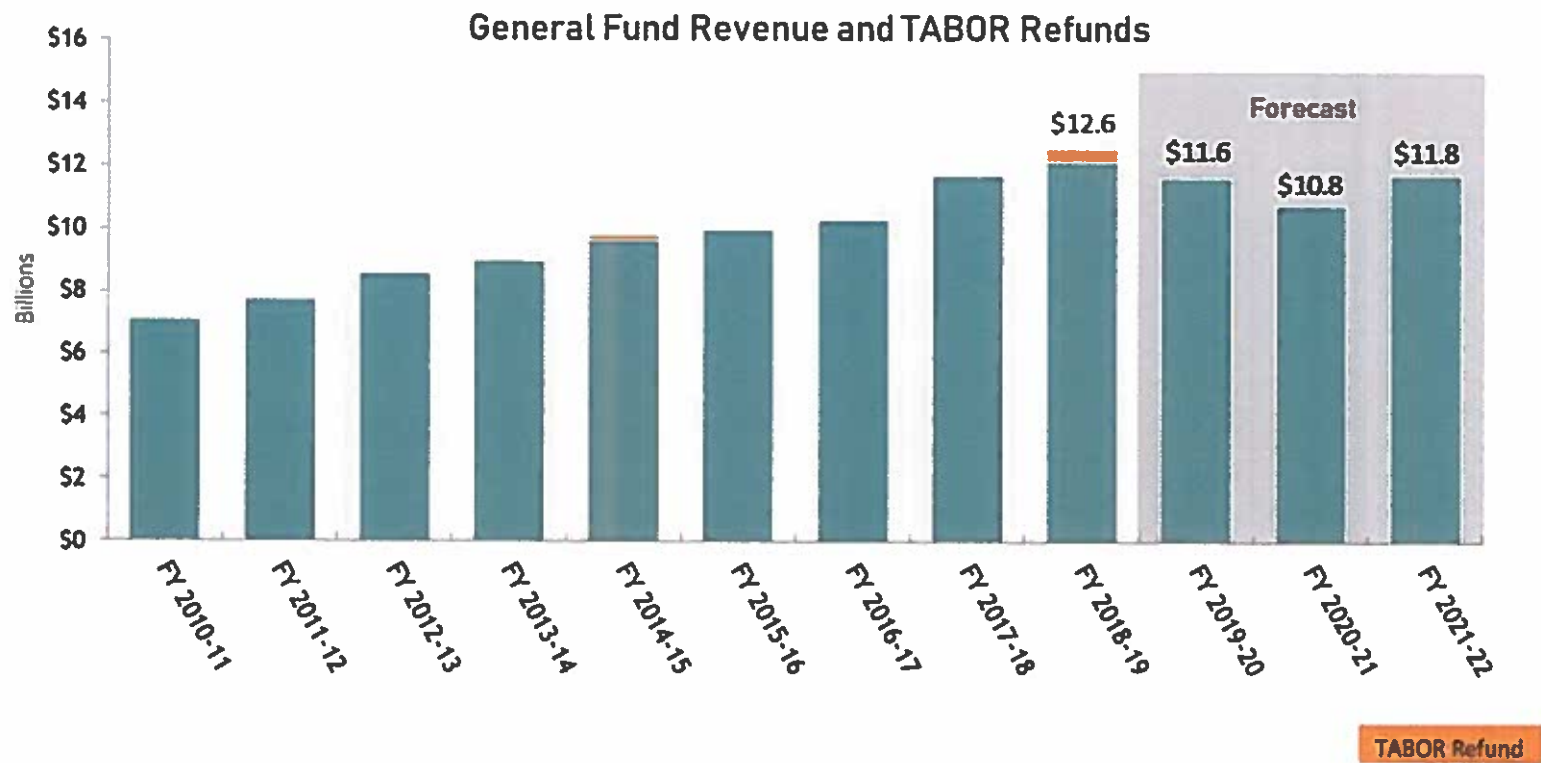


GDP Benchmarks

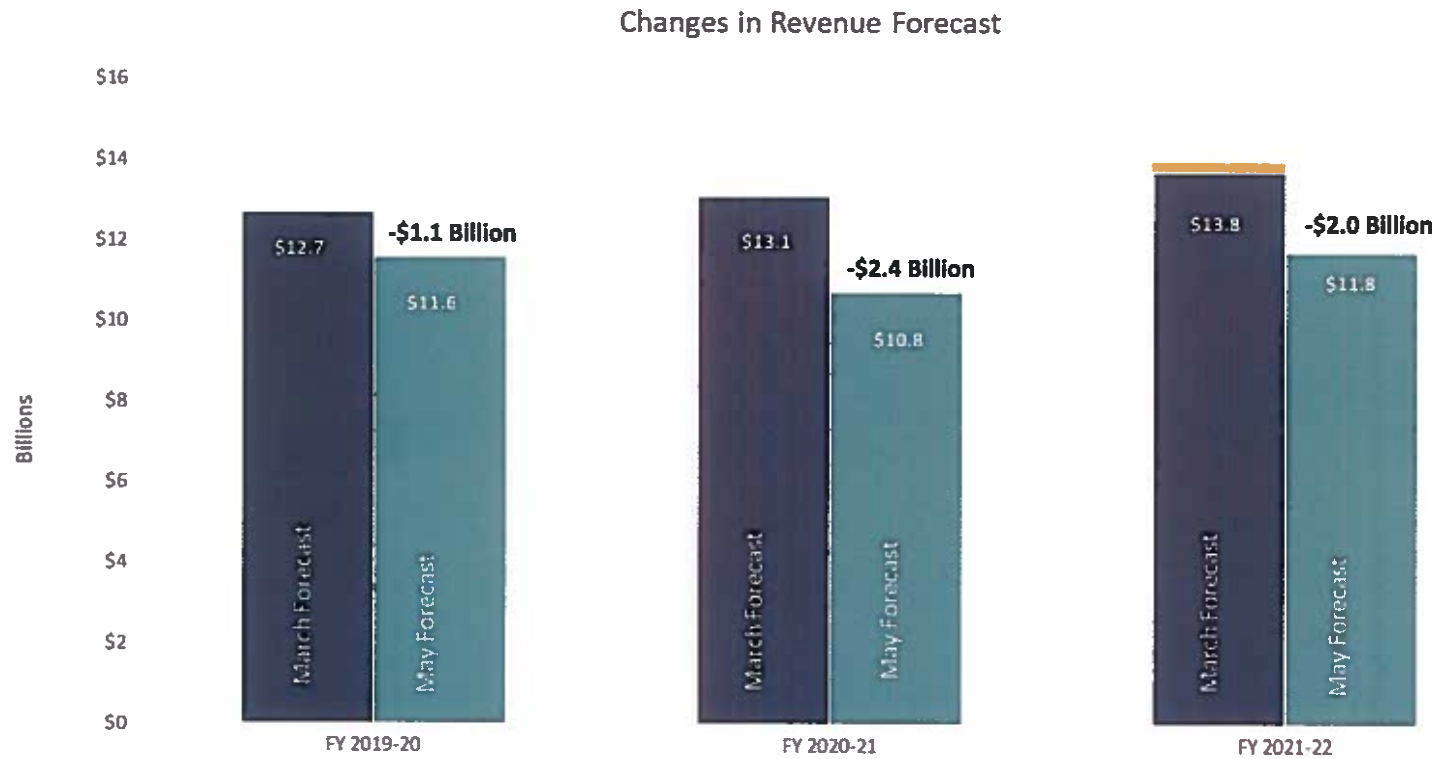


General Fund revenue forecasts were revised significantly downward from March

General Fund Revenue



General Fund Revenue Forecast Revisions



TABOR Refund



CARES Act Revenue Impacts

- Corporate & Income Tax Reduction Estimates

Estimated Revenue Impacts of CARES Act's Tax Provisions			
	FY 19-20	FY 20-21	FY 21-22
Individual Income Tax	\$75 million	\$222 million	\$41 million
Corporate Income Tax	\$11 million	\$50 million	\$27 million



Declining revenues are driving a significant budget shortfall

Budget Impacts

- FY21 budget will need to be \$3.4 billion less than Governor's request (including FY20 impacts carried over)
- That is equivalent to \$2.7 billion less than current year spending (as reduced by Executive Order D 2020 050)



Questions?

Appendix



FORECAST TABLES & MISC.

Table 1: Colorado Economic Variables-History & Forecast

Line No		Actual						May 2020 Forecast		
		2014	2015	2016	2017	2018	2019	2020	2021	2022
	Income									
1	Personal Income (Billions) /A	\$271.3	\$284.2	\$289.6	\$310.8	\$332.9	\$351.9	\$351.2	\$358.6	\$379.4
2	Change	8.8%	4.8%	1.9%	7.3%	7.1%	5.7%	-0.2%	2.1%	5.8%
3	Wage and Salary Income (Billions) /A	\$138.6	\$146.5	\$151.0	\$160.7	\$170.1	\$181.0	\$172.0	\$173.7	\$184.1
4	Change	7.0%	5.7%	3.1%	6.4%	5.8%	6.4%	-5.0%	1.0%	6.0%
5	Per-Capita Income (\$/person) /A	\$50,711	\$52,147	\$52,278	\$55,374	\$58,500	\$61,111	\$60,415	\$61,249	\$64,193
6	Change	7.2%	2.8%	0.3%	5.9%	5.6%	4.5%	-1.1%	1.4%	4.8%
	Population & Employment									
7	Population (Thousands)	5,350.1	5,450.6	5,539.2	5,611.9	5,691.3	5,758.7	5,813.4	5,854.6	5,910.1
8	Change	1.5%	1.9%	1.6%	1.3%	1.4%	1.2%	1.0%	0.7%	0.9%
9	Net Migration (Thousands)	48.4	69.7	58.4	44.8	53.2	42.0	30.0	20.0	35.0
10	Unemployment Rate	5.0%	3.9%	3.2%	2.7%	3.3%	3.0%	10.1%	7.6%	5.5%
11	Total Nonagricultural Employment (Thousands)	2,463.7	2,541.0	2,601.8	2,660.4	2,725.3	2,779.8	2,635.3	2,656.3	2,746.7
12	Change	3.5%	3.1%	2.4%	2.3%	2.4%	2.0%	-5.2%	0.8%	3.4%
	Construction Variables									
13	Total Housing Permits Issued (Thousands)	29.2	31.1	38.4	41.9	45.5	42.0	39.5	41.2	43.4
14	Change	7.0%	6.4%	23.6%	9.2%	8.5%	-7.7%	-5.9%	4.3%	5.3%
15	Nonresidential Construction Value (Millions) /B	\$4,350.9	\$4,990.8	\$5,989.0	\$6,148.4	\$8,057.6	\$4,776.1	\$3,954.6	\$4,061.4	\$4,313.2
16	Change	20.1%	14.7%	20.0%	2.7%	31.1%	-40.7%	-17.2%	2.7%	6.2%
	Prices & Sales Variables									
17	Retail Trade (Billions) /C /D	\$90.5	\$95.0	\$98.5	\$104.1	\$109.2	\$113.7	\$108.2	\$111.7	\$118.0
18	Change	7.6%	4.9%	3.7%	5.7%	4.8%	4.2%	-4.8%	3.2%	5.6%
19	Denver-Aurora-Lakewood Consumer Price Index (1982-84=100) /C	237.2	240.0	246.6	255.0	262.0	267.0	269.9	275.3	281.4
20	Change	2.8%	1.2%	2.8%	3.4%	2.7%	1.9%	1.1%	2.0%	2.2%

Table 2: National Economic Variables-History & Forecast

Line No.		Actual						May 2020 Forecast		
		2014	2015	2016	2017	2018	2019	2020	2021	2022
	Inflation-Adjusted & Current Dollar Income Accounts:									
1	Inflation-Adjusted Gross Domestic Product (Billions) /A	\$16,912.0	\$17,403.8	\$17,688.9	\$18,108.1	\$18,638.2	\$19,072.5	\$17,966.3	\$18,379.5	\$19,629.3
2	Change	2.5%	2.9%	1.6%	2.4%	2.9%	2.3%	-5.8%	2.3%	6.8%
3	Personal Income (Billions) /B	\$14,991.7	\$15,717.8	\$16,121.2	\$16,878.8	\$17,819.2	\$18,624.2	\$18,587.0	\$18,884.3	\$19,979.6
4	Change	5.7%	4.8%	2.6%	4.7%	5.6%	4.5%	-0.2%	1.6%	5.8%
5	Per-Capita Income (\$/person)	\$47,099	\$49,021	\$49,920	\$51,937	\$54,545	\$56,740	\$56,344	\$56,961	\$59,965
6	Change	5.0%	4.1%	1.8%	4.0%	5.0%	4.0%	-0.7%	1.1%	5.3%
7	Wage and Salary Income (Billions) /B	\$7,475.2	\$7,856.7	\$8,083.5	\$8,462.1	\$8,888.5	\$9,323.0	\$8,894.1	\$8,947.5	\$9,484.4
8	Change	5.1%	5.1%	2.9%	4.7%	5.0%	4.9%	-4.6%	0.6%	6.0%
	Population & Employment									
9	Population (Millions)	318.3	320.6	322.9	325.0	326.7	328.2	329.9	331.5	333.2
10	Change	0.7%	0.7%	0.7%	0.6%	0.5%	0.5%	0.5%	0.5%	0.5%
11	Unemployment Rate	6.2%	5.3%	4.9%	4.4%	3.9%	3.7%	10.9%	8.0%	6.0%
12	Total Nonagricultural Employment (Millions)	138.9	141.8	144.3	146.6	148.9	150.9	143.1	143.8	148.7
13	Change	1.9%	2.1%	1.8%	1.6%	1.6%	1.4%	-5.2%	0.5%	3.4%
	Price Variables									
14	Consumer Price Index(1982-84=100)	236.7	237.0	240.0	245.1	251.1	255.7	258.2	263.9	269.7
15	Change	1.6%	0.1%	1.3%	2.1%	2.4%	1.8%	1.0%	2.2%	2.2%
16	Producer Price Index - All Commodities (1982=100)	205.3	190.4	185.4	193.5	202.0	199.8	190.2	194.2	204.3
17	Change	0.9%	-7.3%	-2.6%	4.4%	4.4%	-1.1%	-4.8%	2.1%	5.2%
	Other Key Indicators									
18	Pre-Tax Corporate Profits (Billions)	\$2,120.2	\$2,061.5	\$2,011.5	\$2,005.9	\$2,074.6	\$2,091.2	\$1,926.0	\$2,157.1	\$2,310.3
19	Change	5.4%	-2.8%	-2.4%	-0.3%	3.4%	0.8%	-7.9%	12.0%	7.1%
20	Housing Permits (Millions)	1,052	1,183	1,207	1,282	1,329	1,290	1,066	1,504	1,931
21	Change	6.2%	12.4%	2.0%	6.2%	3.7%	3.1%	-22.2%	41.1%	28.4%
22	Retail Trade (Billions)	\$5,215.7	\$5,349.5	\$5,509.3	\$5,740.6	\$6,021.1	\$6,235.7	\$5,867.8	\$6,167.1	\$6,654.3
23	Change	4.3%	2.6%	3.0%	4.2%	4.9%	3.6%	-5.9%	5.1%	7.9%



Table 3: General Fund Revenue Estimates by Tax Category

Line No.	Category	Actual		May 2020 Estimate by Fiscal Year					
		FY 2018-19	% Chg	FY 2019-20	% Chg	FY 2020-21	% Chg	FY 2021-22	% Chg
Excise Taxes:									
1	Sales	\$3,246.6	4.9%	\$3,188.2	-1.8%	\$3,008.2	-5.6%	\$3,305.2	9.9%
2	Use	\$345.5	11.5%	\$217.7	-37.0%	\$200.4	-8.0%	\$202.2	0.9%
3	Cigarette	\$32.6	-5.8%	\$32.6	0.1%	\$31.6	-3.1%	\$30.6	-3.2%
4	Tobacco Products	\$22.3	35.8%	\$18.9	-15.0%	\$26.4	39.4%	\$24.9	-5.8%
5	Liquor	\$48.3	3.9%	\$50.5	4.5%	\$51.7	2.3%	\$52.8	2.1%
6	Total Excise	\$3,695	5.5%	\$3,508	-5.1%	\$3,318	-5.4%	\$3,616	9.0%
Income Taxes:									
7	Net Individual Income	\$8,247.0	8.8%	\$7,781.1	-5.6%	\$7,035.3	-9.6%	\$7,573.5	7.6%
8	Net Corporate Income	\$919.8	17.6%	\$575.1	-37.5%	\$578.4	0.6%	\$782.7	35.3%
9	Total Income	\$9,167	9.7%	\$8,356	-8.8%	\$7,614	-8.9%	\$8,356	9.8%
10	Less: State Education Fund Diversion	\$692.8	12.3%	\$617.3	-10.9%	\$571.0	-7.5%	\$626.7	9.8%
11	Total Income to General Fund	\$8,474	9.5%	\$7,739	-8.7%	\$7,043	-9.0%	\$7,730	9.8%
Other Revenue:									
12	Insurance	\$314.7	3.6%	\$333.3	5.9%	\$344.0	3.2%	\$354.9	3.2%
13	Interest Income	\$26.5	35.8%	\$24.2	-8.8%	\$23.9	-1.2%	\$24.9	4.1%
14	Parl-Mutuel	\$0.5	-1.7%	\$0.5	-2.0%	\$0.5	-2.0%	\$0.5	-2.0%
15	Court Receipts	\$4.2	-5.3%	\$4.3	2.4%	\$4.3	0.0%	\$4.3	0.0%
16	Other Income	\$48.9	-67.9%	\$20.8	-57.4%	\$21.3	2.4%	\$21.2	-0.7%
17	Total Other	\$395	-17.8%	\$383	-2.9%	\$394	2.8%	\$406	3.0%
18	GROSS GENERAL FUND	\$12,564	7.2%	\$11,630	-7.4%	\$10,755	-7.5%	\$11,751	9.3%



Table 4: General Fund Overview

Line No.		Actual	May 2020 Estimate by Fiscal Year		
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Revenue					
1	Beginning Reserve	\$1,366.0	\$1,262.5	\$220.8	-\$2,456.0
2	Gross General Fund Revenue	\$12,564.0	\$11,630.1	\$10,755.0	\$11,750.8
3	Transfers to the General Fund	\$17.2	\$53.8	\$0.8	\$0.8
4	TOTAL GENERAL FUND AVAILABLE	\$13,947	\$12,946	\$10,977	\$9,296
Expenditures					
5	Appropriation Subject to Limit	\$11,258.7	\$11,806.8	\$12,560.5	\$8,039.7
6	Dollar Change (from prior year)	\$827.8	\$548.1	\$753.7	-\$4,520.9
7	Percent Change (from prior year)	7.9%	4.9%	6.4%	-36.0%
8	Spending Outside Limit	\$1,596.3	\$918.8	\$872.0	\$653.0
9	TABOR Refund under Art. X, Section 20, (7) (d)	\$428.5	\$0.0	\$0.0	\$0.0
10	Homestead Exemption (Net of TABOR Refund)	\$106.4	\$0.0	\$163.7	\$169.9
11	Other Rebates and Expenditures	\$159.7	\$141.6	\$140.4	\$143.3
12	Transfers for Capital Construction	\$180.5	\$222.6	\$175.7	\$30.0
13	Transfers for Transportation	\$495.0	\$300.0	\$50.0	\$50.0
14	Transfers to State Education Fund	\$25.0	\$40.3	\$24.0	\$0.0
15	Transfers to Other Funds	\$201.1	\$214.2	\$318.2	\$259.8
16	Other Expenditures Exempt from General Fund Appropriations Limit	\$0.0	\$0.0	\$0.0	\$0.0
17	TOTAL GENERAL FUND OBLIGATIONS	\$12,855	\$12,726	\$13,433	\$8,693
18	Percent Change (from prior year)	14.6%	-1.0%	5.6%	-35.3%
19	Reversions and Accounting Adjustments	-\$170.3	\$0.0	\$0.0	\$0.0
Reserves					
20	Year-End General Fund Balance	\$1,262.5	\$220.8	-\$2,456.0	\$603.0
21	Year-End General Fund as a % of Appropriations	11.2%	1.9%	-19.6%	7.5%
22	General Fund Statutory Reserve	\$814.2	\$856.0	\$942.0	\$603.0
23	Above/Below Statutory Reserve	\$448.3	-\$635.2	-\$3,398.0	\$0.0



Table 5: General Fund & State Education Fund Overview

Line No.		Actual FY 2018-19	May 2020 Estimate by Fiscal Year		
			FY 2019-20	FY 2020-21	FY 2021-22
Revenue					
1	Beginning Reserves	\$1,574.7	\$1,438.6	\$333.0	-\$2,543.0
2	State Education Fund	\$209	\$176	\$112	-\$87
3	General Fund	\$1,366.0	\$1,262.5	\$220.8	-\$2,456.0
4	Gross State Education Fund Revenue	\$723	\$664	\$601	\$633
5	Gross General Fund Revenue /B	\$12,581.3	\$11,683.9	\$10,755.7	\$11,751.6
6	TOTAL FUNDS AVAILABLE FOR EXPENDITURE	\$14,879	\$13,787	\$11,690	\$9,842
Expenditures					
7	General Fund Expenditures /C	\$12,684.7	\$12,725.6	\$13,432.5	\$8,692.7
8	State Education Fund Expenditures	\$759.6	\$728.0	\$800.2	\$802.2
9	TOTAL OBLIGATIONS	\$13,444	\$13,454	\$14,233	\$9,495
10	Percent Change (from prior year)	14.4%	0.1%	5.8%	-33.3%
11	Reversions and Accounting Adjustments	-\$174.2	\$0.0	\$0.0	\$0.0
Reserves					
12	Year-End Balance	\$1,438.6	\$333.0	-\$2,543.0	\$346.8
13	State Education Fund	\$176	\$112	-\$87	-\$256
14	General Fund	\$1,262.5	\$220.8	-\$2,456.0	\$603.0
15	General Fund Above/Below Statutory Reserve	\$448.3	-\$635.2	-\$3,398.0	\$0.0



Table 6: Cash Fund Revenue Subject to TABOR

Line No.	Category	Actual FY 2018-19	May 2020 Estimate by Fiscal Year		
			FY 2019-20	FY 2020-21	FY 2021-22
1	Transportation-Related /A	\$1,275.9	\$1,215.8	\$1,234.0	\$1,296.4
2	Change	0.0%	-4.7%	1.5%	5.1%
3	Limited Gaming Fund /B	\$107.0	\$64.3	\$60.8	\$62.8
4	Change	0.2%	-39.9%	-5.5%	3.4%
5	Capital Construction - Interest	\$4.7	\$5.6	\$5.7	\$5.7
6	Change	1.6%	19.0%	0.4%	0.4%
7	Regulatory Agencies	\$78.8	\$84.8	\$88.5	\$90.2
8	Change	-2.1%	7.7%	4.4%	1.8%
9	Insurance-Related	\$22.6	\$25.7	\$20.8	\$21.3
10	Change	26.7%	13.8%	-18.9%	2.2%
11	Severance Tax	\$255.2	\$140.4	\$56.1	\$71.9
12	Change	78.4%	-45.0%	-60.0%	28.2%
13	Other Miscellaneous Cash Funds	\$693.8	\$803.4	\$806.4	\$833.6
14	Change	2.6%	15.8%	0.4%	3.4%
15	TOTAL CASH FUND REVENUE	\$2,438	\$2,340	\$2,272	\$2,382
16	Change	5.8%	-4.0%	-2.9%	4.8%



Table 7: TABOR and the Referendum C Revenue Limit

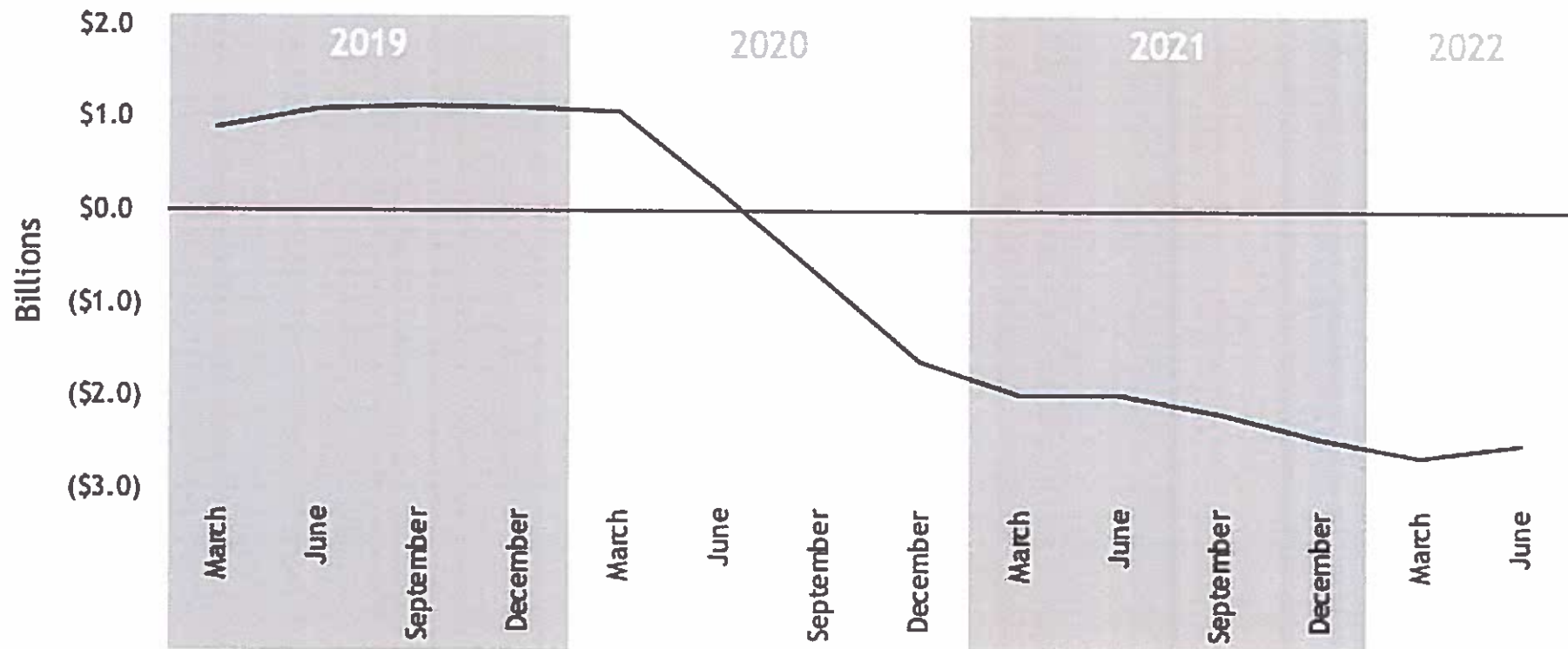
Line No.		Actual	May 2020 Estimate by Fiscal Year		
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
	TABOR Revenues:				
1	General Fund /A	\$12,350.4	\$11,416.3	\$10,546.8	\$11,532.3
	Percent Change from Prior Year	8.2%	-7.6%	-7.6%	9.3%
2	Cash Funds /A	\$2,438.0	\$2,339.9	\$2,272.4	\$2,381.9
	Percent Change from Prior Year	5.8%	-4.0%	-2.9%	4.8%
3	Total TABOR Revenues	\$14,788.4	\$13,756.2	\$12,819.2	\$13,914.3
	Percent Change from Prior Year	7.8%	-7.0%	-6.8%	8.5%
	Revenue Limit Calculation:				
4	Previous calendar year population growth	1.4%	1.4%	1.2%	1.0%
5	Previous calendar year inflation	3.4%	2.7%	1.9%	1.1%
6	Allowable TABOR Growth Rate	4.8%	4.1%	3.1%	2.0%
7	TABOR Limit /B	\$11,759.3	\$12,241.5	\$12,621.0	\$12,873.4
8	General Fund Exempt Revenue Under Ref. C/C	\$2,600.7	\$1,514.7	\$198.2	\$1,040.9
9	Revenue Cap Under Ref. C /B /D	\$14,360.1	\$14,948.8	\$15,412.3	\$15,720.5
10	Amount Above/Below Cap	\$428.3	-\$1,192.6	-\$2,593.1	-\$1,806.2
11	Revenue to be Refunded Including Adjustments from Prior Years /E	\$428.5	\$0.0	\$0.0	\$0.0
12	TABOR Reserve Requirement	\$430.8	\$412.7	\$384.6	\$417.4



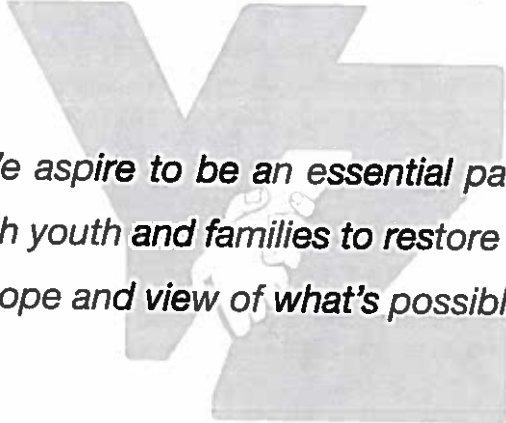
UI Trust Fund



Forecast of Quarterly Trust Fund Balance through 2022
(Updated May 2020)



Sources: CDLE



*"We aspire to be an essential partner
with youth and families to restore their
hope and view of what's possible."*

Council Members

Thank you for your continuing support of YouthZone & our programs. Your contributions help keep our communities safe, our families strong & improve the self-worth of our youth.

Your support & trust in YouthZone & its management is as important to us as your monetary contributions. Both are received with deep gratitude.

Carol S. Williams
YZ Development

MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday March 12, 2020

Commissioners Present:

Michael Durant, Chair
Ken Harrington, Vice-Chair
Jade Wimberley
Erica Stahl Golden (2nd Alternate)

Staff Present:

Janet Buck, Planning Director
John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:

Jeff Davlyn
Jay Engstrom
Marina Skiles
Nick Miscione
Nicholas DiFrank (1st Alternate)

Other Persons Present

Kirk Feldman
Andi Korber

The meeting was called to order at 7:03 p.m. by Michael Durant.

Michael welcomed Erica and said that she would be a voting member tonight.

February 27, 2020 Minutes:

Ken made a motion to approve the February 27, 2020 minutes. Jade seconded the motion and they were approved unanimously with Jade and Erica abstaining.

Public Comment – Persons Present Not on the Agenda

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

Resolution 1, Series of 2020 – Subdivision Exemption – 1328 Barber Drive

Ken made a motion to approve Resolution 1, Series of 2020, approving the Subdivision Exemption at 1328 Barber Drive. Jade seconded the motion and it was approved unanimously.

PUBLIC HEARING – Minor Site Plan and Conditional Use Permit

Location: 522 N. Eighth Street

Applicant: Kirk Feldman

John said that this is an application for a Minor Site Plan Review and Conditional Use Permit. He said that the property is in the R/LD zone district where an ADU is allowed by a Conditional Use Permit and Minor Site Plan Review. He said that normally a

conditional use permit is a Staff level review. He said that most of you have probably noticed the improvements on the lot. He said that Kirk pulled out the old trailer that was there and put a new modular in. John said that it was his goal from the beginning to put an ADU in the basement. He said that he held off and now he is going through the process. He said that the only stipulations that Staff had with the ADU based on the fact that it is in the basement and it does meet all the square footage, impervious and setback requirements was that the parking be moved to the northwest corner of the lot. He said that this move would ensure that the parking doesn't interfere with the intersection. John said that the Public Works Director had suggested the parking configuration and that Kirk had no issue with it.

Michael asked Kirk if he was going to fence the back yard.

Kirk said that he was and that he would do a partial fence for the main level of the house.

Michael said that he was excited to see that corner cleaned up.

Motion to close the comment portion of the public hearing

Ken made the motion to close the comment portion of the public hearing. Jade seconded the motion and it was approved unanimously.

Erica asked if the size of the parking spaces were deep enough.

John stated that they were and he had verified that.

Motion

Jade made a motion to approve a Minor Site Plan Review and Conditional Use Permit for an Accessory Dwelling Unit to be located at 522 N 8th Street with conditions 1-5. Erica seconded the motion and it was approved unanimously.

Discussion Zone Text Amendment For Parking Requirements for Self-Storage Facilities

Janet said that we discussed this briefly at the last P&Z meeting. She said that she had not done a lot of study on it. She said that it is reducing the parking requirements for self-storage units. She said that after reviewing the comparison of our code with other communities that was submitted to the Town that it looked like our parking requirements were pretty excessive and that we would end up with pretty large parking lots. She said that she went back and looked at other communities and that she spent some time looking at Schedule B. She said that she will include the table in the public hearing and include everything that includes schedule B. Janet said that what she found in her research was that mini-storage is lumped with a lot of things like assembly, fabrication, manufacturing, salvage yards and waste recycling. She said that all of those uses have employees and a mini-storage may have one on-site employee. She said that she

picked a number that seemed logical. She said that it doesn't have to be decided tonight. She said that in order to move forward on this a motion can be made to initiate a zone text amendment to amend the UDC for parking requirements for self-storage facilities. She said that her recommendation tonight may change. She said that she would set a public hearing and draft a revised red-line and bring it back to be discussed at a public hearing.

Ken said that storage facilities have a wide variety of configurations and that some are larger buildings that people enter the interior of the building and go to their unit. He said that some are like garages so most people park in front of the garage door. He said that these two are very different. He said that if they have 59 units they would have six spaces and that with an interior building it might not be enough spaces and for outside units it would be too many.

Janet said that Omaha did differentiate between the two like Ken mentioned.

Michael said that office space is going to dictate how many employees you have.

Janet said that there could be external units on the ground floor and internal units on the upper floors.

Further discussion ensued regarding various configurations of storage units.

Michael asked what the height restrictions were for mini-storages in Carbondale.

Janet said that you could have a three story mini-storage depending on what zone district it is in.

Jade asked if there were specific parking areas for the one on Colorado Avenue.

John said that there are three parking spots in front of the office itself through the gate on the right. He said that there were some in the PUD originally behind the shopping complex but that they have since put storage containers there.

Jade asked who Loge Properties was and why is this coming up now.

Janet said that is the developer that did 1201 Main Street, Jack and Riley. She said that they are looking at developing another property that would have some mini-storage units on it. She said that they have been going through the parking requirements and she told them to do the research and prove it to her that Carbondale's was high in number. She said that they spent a lot of time and that evidently many communities don't even address parking requirements for mini-storage uses in their code. Janet said that Glenwood's is minimal and that she realized we probably do require too much parking as compared to other communities and that we are ending up with really big parking lots that most likely won't be used.

Jade asked Janet if she could give an example of a big parking lot that is not being used.

Janet said that we don't have any self-storage facilities here in town but our code currently requires one per 1250 square feet.

Andi Korber said that if you had 72,000 square feet it would require sixty spaces.

Jade asked if the one on Colorado was to code.

Janet explained that it was a PUD.

Ken asked if we changed the code from what it was before.

Janet said that she will check to see where Clarion got it. She said that Clarion did Glenwood's code not that long ago and that they have three spaces regardless of size plus one for a resident care-taker.

Ken said that they must be assuming that it's all exterior units.

Janet stated that there might be another mini-storage that might be coming down the pike. She said that is why she moved this more quickly because it seems like it is something we need to look at in advance of these applications coming through.

Michael said that he likes Ken's idea of a hybrid. He said that with the interior people will congregate at one place at a common place as opposed to an individual place. He said that with the exterior on the ground floor that people are going to park in front of their unit, do their business and go. He said what is the probability that a third or more of the visitors will be going to the interior units at the same time.

Further discussion ensued on parking space numbers.

Michael said that our goal is to determine whether we want Staff to continue down this road to initiate a zone text amendment and to start the public hearing process. He said we can get a lot more answers to our questions and have the public weigh in. He said that we are not going to solve the number of spaces tonight.

Andi Korber, **57 Village Lane** said that she is an architect in town and that she is also working on a self-storage facility. She said that, when working through it, the parking seemed really excessive and it creates more asphalt than she thinks is the intention of the code here. She said that the patterns of use when they were laying out the parking as a designer was that no one is ever going to park in this parking lot because it's so far away from the loading docks. She said that we have a facility that has some indoors and some outdoors with approximately two hundred units, which hasn't been done yet, with two loading docks. She said that people will park as close as they can to the docks. She said that a sixty car parking lot is not going to be used because they will go as close to the loading docks as they can. She said that we support this zone text amendment.

Michael asked Andi if she had any data on queuing statistics and visitations, what the likelihood is that a third or more or even ten percent would be there at the same time. Andi said that she didn't have that data and that she could speak about her own experience. She said that she used to store her business files at Sopris Self-Storage and that she never went in when there was another customer, she said that there was a spring when someone was living there but that she's not counting that. She said that she would go at 3:00 p.m. to drop off some files and there was never anyone else in there. She said that it has only exteriors but everyone only put their car in front of their garage door.

Ken said that the only reason to have a parking spot in front is to pay your bill or to do your rental agreement.

Andi said that what she has been thinking about is the vehicle clearances that are needed to turn around. She said that when working with her team she said that everyone agreed that this is over-parked.

Erica said that when she goes to Sopris Crossfit and runs through the storage facility that the only time someone is there is when there is somebody living there illegally, which they have been combating.

Michael said that he has a rental unit outside of town, which is huge and there still is only five cars on a Saturday morning.

Further discussion ensued regarding loading areas.

Andi said that they ran their parking configuration by John Plano and he said to make sure that we had a handicap space outside of the perimeter too.

Motion

Jade made a motion to initiate a zone text amendment to revise off-street parking requirements for the self-storage facility, mini-storage use category. Ken seconded the motion and it was approved unanimously.

Staff Update

Janet said that there are a lot of development applications coming in and fairly large ones.

Janet said that Jay, the Town Manager, gave direction about public meetings going forward and that we will take it day by day. She said that she will check into the possibility of having meetings virtually. She said that as of today that the State is saying no gatherings of over fifty people and to keep a distance of six feet.

Andi said that Eagle is doing this.

Ken said that in Aspen any non-essential meetings are canceled.

Jade said that we could use Facetime.

John said that could be challenging with people using different platforms.

Janet said that there are timelines and major investments at stake as well, creating difficulties for people.

Janet said that the interviews for the Police Chief have been happening this week as well as the mock boards, which Michael will be attending.

Commissioner Comments

There were no comments.

Motion to Adjourn

A motion was made by Ken to adjourn. Jade seconded the motion and the meeting was adjourned at 7:41 p.m.

MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
March 4, 2020

CALL TO ORDER

Susan Johnson called the Carbondale Public Arts Commission to order at 5:30 pm, on March 4, 2020 in Room 2 at Carbondale Town Hall.

ROLL CALL

The following members were present for roll call:

CPAC Members:	Ann Harris, Co-Chairperson Susan Johnson, Co-Chairperson Joe Burleigh, Member Carol Klein, Member Casey Bowen, Member Brian Colley, Member Beth White, Member Kris Elice, Member David Thickman, Member
Town Staff Present:	Laurie Lindberg, Town Liaison Kevin Schorzman, Public Works Director Kae McDonald, Boards & Commissions
Guests:	Suzanne Frazier, Prospective Member Ruth Hollowell, Prospective Member Mavis Fitzgerald, Project Resource Studio

CONSENT AGENDA

Motion Passed: Susan ***moved*** to approve the minutes from the February 5, 2020 meeting. Joe ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

Ann asked that Ruth Hollowell and Suzanne Frazier briefly re-introduce themselves for those present that were not at the last meeting.

HIGHWAY 133 DEVELOPMENT

Mavis Fitzgerald from Project Resource Studio (PR STUDIO) attended the meeting to provide background on a proposed development located along the west side of Highway 133 between the electric substation and the Tire Store. PR STUDIO is teaming with Land + Shelter (Andy Korber is the architect) on the project. The developers would like the property annexed into the Town of Carbondale, and as part of the application, must demonstrate the benefits of the project to the Town. They are proposing to extend the bike path that currently ends at the RFTA Park-n-Ride to the signaled crosswalk at Cowen Drive; along the path will be an Artwalk, and murals will

face the side of the building along Highway 133. The bike path will satisfy the connectivity requirement of the Parks & Recreation and Bike, Pedestrian and Trails Commissions' Master Plans, and the Artwalk and murals will provide an aesthetic quality to the entrance to Carbondale, as well as support the Carbondale Creative District. The current project timeline is to complete the proposal by May, incorporate any requested revisions by June, and to begin construction in the Spring of 2021. At the request of several Commission members, Mavis will email the design packet out to the members.

QUESTION ABOUT INCLUDING GUESTS AT THE VOTE:

Britni questioned why people who were not members of CPAC were allowed to vote on the submitted sculptures. She felt like it diminished her role as a contributing Commission member. Ann responded that that process has been traditional, and is a way for CPAC to include other Arts-oriented groups. Britni countered by asking if that is reciprocated by the other groups. Kris supported the current process, as did Beth by saying that it went a long way towards strengthening community relations. Susan suggested that the decision to include outside members be put to a vote by the Commission members before next year's CAFÉ, possibly in November or December.

CPAC BUDGET

Susan questioned an item in the 2020 budget, asking for clarification about the TOC policy. The item in question was a \$381.88 charge from 2019. It was her understanding that items must be completed, billed, and paid in the same calendar year. Kevin explained that it was a credit card charge from December, and the statement was not received until January. He also pointed out that there was a credit for the same amount applied to the 2020 CPAC budget. The 2020 CPAC budget balance is currently \$20,965.78.

MARKETING UPDATE

Brian began the update by indicating that the Marketing Committee met in February to go over the recommendations of the consultant. They assigned tasks to follow-up on. His task was to update social media, and asked how he could get access to these accounts. Kevin responded by saying that those accounts were controlled by TOC employees, and couldn't be shared with the public. He suggested that Brian work with Laurie to post any updates.

One of Casey's assignments was to design and print flyers. The goal would be to distribute flyers near the end of March to remind residents of the upcoming event, and then to distributed flyers again at the beginning of May to provide particulars about the event. She was hoping to print a run of at least 100, and asked if there were money in the budget for the printing expense. Britni volunteered to print the flyers, if the run could be 8 ½ by 11 inches in size, and kept to a minimum number (approximately 50). The conversation then revolved around which images to use for the flyer. Laurie indicated that in the past they have not released the images of the chosen sculptures for the current year until the event. Beth said she would work with Laurie to obtain images of past sculptures for the flyer. Britni supported the idea of using images of the

permanent sculpture collection because it would not be false advertising. Laurie supported using images from the current collection because it would promote the sale of those sculptures before they are uninstalled.

Motion Passed: Susan ***moved*** that \$100.00 be allocated towards the expense of designing and printing flyers for the upcoming ArtWalk. Joe ***seconded*** the motion, and it was ***unanimously passed***.

Brian asked if there were volunteers that could write an editorial or article for the upcoming event. Kris volunteered to be the liaison to the local Spanish newspaper, and Susan volunteered to write an article if Ann would proof it.

Casey asked if there were a budget for new banners, and who designs/installs the banners. Laurie estimated that a banner for 4th and Main would cost approximately \$350.00 and a banner for the roundabout at Highway 133 and Main would cost approximately \$500.00. Kevin reminded the group that banners can be displayed no more than 30 days, and that length is also dependent upon what other events are being advertised at the same time.

Beth asked if KDNK is going to run anything about the ArtWalk in the Express Yourself time slot. Ann indicated that Rolly has five names and contacts to interview.

ARTIST UPDATE

Ann updated the group on the status of the sculpture finalists—one of the 15 sculptures chosen has been sold and the Commission members must choose from the three alternates to round out the final group. After some discussion about the sculptures and where they could be installed, a finalist was chosen. Ann asked that the contracts be sent out to the artists as soon as possible. There will also be a walkabout scheduled for the hour before the next meeting so the Commission can provide input on the location each sculpture should be installed.

ARTIST LIAISON

Ann and Susan will assign each Commission member an artist; if the Commission members have a particular artist with which they would like to work, they need to let Ann and Susan know as soon as possible.

RECEPTION UPDATE

Susan passed a ballot around for Commission members to select their preferred venue for the ArtWalk reception.

MOUNTAIN FAIR CANTINA

This item was tabled until the April meeting.

PERMANENT SCULPTURE MAINTENANCE

This item was tabled until the April meeting.

HOUSEKEEPING AND OTHER UPDATES

There were no housekeeping items or other updates presented.

ADJOURNMENT

The March 4, 2020, regular meeting adjourned at 7:10 pm. The next regularly scheduled meeting will be on April 1, 2020 at 5:30 pm.

Respectfully submitted,
Kae McDonald

**MINUTES
CARBONDALE HISTORIC PRESERVATION COMMISSION
March 5, 2020**

CALL TO ORDER

Nick Miscione called the March 5, 2020 meeting to order at 6:30 p.m.

ROLL CALL

The following members were present for roll call:

Members:	Ashley Hejzmanek, Member Carole Klein, Member Nick Miscione, Chairperson John Williams, Member Jess Pedersen, Member
Town Staff Present:	John Leybourne, Staff Liaison Kae McDonald, Boards & Commissions Clerk

CONSENT AGENDA

Motion Passed: John Williams ***moved*** to approve Carbondale Historic Preservation Commission (CHPC) meeting minutes from November 2019. Carole Klein, ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

There was no one present, not on the agenda, who wished to address the board.

2020 GOALS AND OBJECTIVES

Nick opened the discussion on the CHPC goals and objectives as listed in the packet memo which include:

- OTR Review Requirements for properties of a certain age
- Public Outreach Events
- Tax Incentives Public Education and Assistance
- Coordination with The Mount Sopris Historical Society
- CHPC education and training
- Northwest Regional CLG Forum, May 2020 Hosted in Carbondale

Nick explained that Planning and Zoning is currently in the process of amending the language in the Unified Development Code (UDC) to be more inclusive of Old Town Residential (OTR) district review requirements; it has yet to be determined whether the review process would be mandatory or voluntary. The CHPC would be included as part of the review process. A Work Session with Planning & Zoning Commission and the Board of Trustees will be scheduled to open a dialogue about this topic as it moves forward, primarily to determine what the process would be if the review process was mandatory and, in the case of a HCC review, to what extent they will have the authority to impose those changes.

Jess asked if there were specific guidelines that would help define the review.

John Williams followed up by stating that he would really like to see any new development maintain the historic character and design standards of the OTR district. He also asked where he could find the criteria.

John Leybourne explained that the CHPC design standards was a stand-alone document that is posted on the TOC Planning web page; he volunteered to e-mail a copy to all the CHPC Commissioners, as well. The Secretary of Interior Standards for Treatment of Historic Properties is also posted on the Historic

Preservation Commission webpage. He followed up with the proviso that all of the standards listed in Chapter 16 are for landmarked buildings only. The courtesy review is for new buildings.

Nick brought up the idea that there might be some sort of quid pro quo for homeowners that are subject to the HCC review. He further explained that the goal is not to duplicate a historic building, but to design new buildings or additions in a way that compliments them.

Ashley reminded the Commission that any proposed development is still subject to a Plan Review.

Nick suggested that the next meeting be dedicated to reviewing the draft amendments that were proposed in August of 2019, as well as to review Historic Preservation-related educational materials. John Leybourne added that this would tie into the Northwest Colorado Certified Local Government forum will be hosted by the Town of Carbondale. He encouraged the Commissioners to attend because it will be a great opportunity to see how and what other CLG's have accomplished. He also stressed the importance of attending the CHPC meetings; a minimum of six meetings per year is required for the TOC to maintain their CLG status.

Public Outreach Events:

John Williams is coordinating with the Mount Sopris Historical Society to lead a bike tour of historic buildings in the TOC. His goal is to have the route and selected buildings ready by this summer. Nick suggested that John have a short tour ready in time to coincide with the CLG Forum in May. Ashley suggested that the activity might dovetail with the Bonedale Bike Week that also occurs in May.

Tax Incentives, Public Education, and Assistance:

Tax incentives are only available to landmarked buildings. The Thompson House (5GF4774) is the only building in Carbondale that is listed on the National Register, although the Odd Fellows/Rebekah Lodge (5GF3777) is determined to be eligible for the National Register.

John Leybourne noted that there have been several phone calls in response to the request that the building at 737 Colorado be moved before the lot is sold. He pointed out that this building was one of those surveyed in the most recent historic survey, and it has been field evaluated Not Eligible for inclusion on the NRHP. He further commented that until there are changes in the UDC and HCC, the TOC may negotiate and memorialize incentives to preserve the building.

CHPC Education and Training:

Attend Meetings!

Review the HCC Chapter 16 and CLG standards for the next meeting.

COMMISSION UPDATES

There were no Commission updates.

ADJOURNMENT

The March 5, 2020 regular meeting adjourned at 7:55 p.m. The next regular meeting is scheduled for April 2, 2020 at 6:30 pm.

**MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
March 11, 2020**

Hollis Sutherland called the Carbondale Parks & Recreation Commission meeting to order at 7:00 p.m. on March 11, 2020, in the Town Hall meeting room.

ROLL CALL

The following members were present for roll call:

Members:	Hollis Sutherland, Chair Rose Rosello, Vice Chair Ashley Hejzmanek, Member Kathleen Wanatowicz, Member Genevieve Villamizar, Member
Absent:	Becky Moller, Member John Williams, Member Tracy Wilson, Alternate
Town Staff Present:	Eric Brendlinger, Parks & Recreation Director Jessi Rochel, Recreation Center & Recreation Programs Manager Luis Yllanes, Board of Trustees Representative Kae McDonald, Boards & Commission Clerk

CONSENT AGENDA

Motion Passed: Ashley ***moved*** to approve the minutes from the February 12, 2020 meeting with noted typographical corrections. Genevieve ***seconded*** the motion, and it was ***unanimously approved***.

ITEMS FROM CITIZENS PRESENT NOT ON THE AGENDA

There were no items from citizens present but not on the agenda.

ACKNOWLEDGMENT OF SERVICE ON PARKS & RECREATION COMMISSION FOR CAMY BRITT

Camy Britt was not in attendance, therefore this action was tabled until she is able to attend.

AQUATICS FACILITY MASTER PLAN NEXT STEPS

Eric presented an update on the Aquatics Facility Master Plan, which includes a memo in the meeting packet from Design Workshop. The working group has met twice since the beginning of the project to provide oversight and direction to the project. They are working through the SWOT analysis and preparing for the community engagement process. The first event is planned for the April First Friday "Spring into Wellness," and there will be a booth downtown and at the Recreation Center. The First Friday event will include three (3) key activities for community members:

- A Visual Preference Survey that provides community members an opportunity to identify the key features they would like to see in a new facility;
- A Data String Diagram that asks participants to prioritize the types of programming and amenities they would like to see at the pool
- A "Chip Exercise," that will enable participants to identify preferences for a pool location as well as seasonality.

Eric pointed out that there are currently two locations being considered for the pool—its current location and behind the Recreation Center. He also indicated that funding might be able to provide an "extended" outdoor pool with a retractable roof, but the costs for an indoor pool may be prohibitive. He also directed the Commission members to read through the interviews with the Town Manager, Finance Director, Pool Manager, and the Parks & Recreation Director because they provide a good sense of what is available in terms of financing and construction/maintenance costs.

The survey will be launched April 1st and will be available through April 24th. There will be ads distributed to alert the public about its availability.

Questions/Comments:

Hollis asked for clarification on the difference between a Bond and a Certificate of Participation. Eric explained that a Bond means that the citizens vote to allow the town to go into debt and pay back over time, essentially “Bonding” the revenue stream. Kathleen added that a Certificate of Participation follows a similar funding mechanism, but it isn’t voted on and the town’s assets are essentially being held as collateral. She went on to say that the Certificates are held by the Federal Reserve and are tax-free.

Hollis added that one of her concerns is that based on a possible lifespan of 40 years for the pool, the Master Plan process really needs to take into consideration what citizens want and how the pool will serve their needs, and to make people realize what they will be getting with a construction budget of four-to-six million dollars.

Ashley pointed out that there can be flexibility in the design for future “add-ons.”

Eric also pointed out that it is part of a robust Master Plan process to educate the public on the costs involved.

Genevieve asked if it would be helpful to run an article in the Sopris Sun.

Kathleen added that there would be a fact sheet distributed as part of the launch. She also asked if the information attached to the packet could be added to the pool webpage.

Eric asked for Commission members preference on the two locations being considered—the pool’s current location or behind the recreation center. He did indicate that the recreation center location might be more expensive:

- Genevieve said she has mixed feelings about either location;
- Kathleen wants to support Margaret and her preference. Ideally, the desired location should achieve full programming goals without exceeding the established budget;
- Rose prefers the location behind the recreation center because it would streamline operations. She also proffered the idea of adding an additional workout room or second floor to the recreation center;
- Ashley indicated that both locations would be fine—her criteria would be based on whether children can get there without being driven. The other criteria she thinks is important is efficiency in construction and programming, and the Town’s responsibility in providing specific types of programming to community members;
- Luis is also leaning towards the recreation center because the Town wouldn’t lose the use of the current pool while building the new pool. He also suggested that there might be a naming opportunity for additional funding;
- Hollis said she is torn between the two locations. She has some concern about expanding the recreation center and the possible conflict with surrounding neighbors;
- Kathleen would like to wait for community feedback, because there will be more information to drill down on location preferences.

SENIOR (AKA CARBONDALE AGE-FRIENDLY) DAY PROPOSAL UPDATE: CAFCI SENIOR MATTERS. PARKS & RECREATION DEPARTMENT

Niki Delson provided an update on the planned Carbondale Age-Friendly Day; all of the details are provided in the meeting packet. There are currently two days planned on May 20, 2020 and September 11, 2020. The first event will include various venues around Carbondale featuring art, music, food, physical fitness opportunities, social activities, and stories, lectures, and movies. The second event will be similar in format, but reflect lessons learned from the May event. Currently, project partners include the Carbondale Parks & Recreation Department, Senior Matters, Colorado Mountain College, and Carbondale Age-Friendly Community Initiative. Additional partners may include Carbondale Library, Carbondale Arts, Chamber of Commerce, the Fire Department, Clean Energy Economy for the Region, and select Health Care Providers. CAFCI has submitted a grant application to Garfield County Senior Services for \$3,000 to help cover the cost of the event; Niki pointed out that if they don’t get the financial assistance, CAFCI has reserve funds from their November event that could help cover costs.

Niki asked the Parks & Recreation Commission for a liaison to facilitate communication. Tracy had volunteered, but may not be available. John had also volunteered, but is absent from the meeting. Kathleen is interested in working with CAFCI, but specifically on housing issues. Genevieve indicated that she may be interested, as well.

Motion Passed: Rose ***moved*** to support Carbondale Age-Friendly Days, and to name John Williams as the primary liaison for the event. Kathleen ***seconded*** the motion, and it was ***unanimously approved***.

CRYSTAL RIVER RESTORATION & WEAVER DITCH EFFICIENCY PROJECT: NEXT STEPS DHM FUNDRAISING REPORT

Eric provided an update on the Crystal River Restoration and Weaver Ditch Efficiency Project. The design is currently at 60% of funding, and several grants are being submitted to cover the remaining costs including a SkiCo Environmental Foundation grant. Among others, a Fishing is Fun grant has been submitted to cover ADA requirements. The TOC will be the fiscal agent and is committed to completing the design work; there are many grants available to fund the construction. Eric encouraged the Commission members to read through the provided packet because it has a wealth of information concerning wetlands, weeds, access to the river, and plans to keep the area natural but also accessible. Eric will notify Commission members if letters of support are needed for any of the grant applications.

MEM PROJECT-NATURE PARK UPDATE

Genevieve provided an update on her MEM project. She is currently completing the research on the regenerative plan; she has completed the research on the history of the park and is in the process of writing it up. She is compiling all of the baseline information the flora and fauna of the park, and is working on a (purely theoretical) carbon sequestration analysis and the role municipal land might play as a carbon sink.

Two-hundred and nine questionnaires were received. Genevieve is compiling the qualitative data, and she will also create a .pdf of the raw data to distribute to Commission members, post on the website, and attach as an appendix to her project write-up. Eric added that there was a lot of passion and ideas provided in the questionnaires.

REPORT & UPDATES: STAFF AND COMMISSION MEMBERS

Eric Brendlinger, Parks & Recreation Director:

30/60/90 Staff Work Plan and Outstanding Project Status Report (it is the last page of the packet):

- Red Hill signage is in production;
- Public meetings for the Red Hill Road Realignment have been scheduled for March 18 and March 19;
- RVR Triangle Park playground equipment demo has started and new equipment ordered;
- Doggie Pots stations at installed at Thompson House and Centennial Park;
- RVR Park Weed Management: can/will they adopt the Town weed plan;
- Nuche Park parking and signage will be funded in 2020;
- Partition options for the women's restroom at Gianinetti Park are being reviewed;
- Sopris Park Playground equipment painting is dependent on warmer weather;
- FMLD Gianinetti Park playground renovation grant was submitted with award notification in April;
- FMLD Colorado Meadows Park playground renovation grant due in August;
- Phase 2 Electrical upgrades at the Gateway RV Park are in progress with completion anticipated prior to May 2020 opening;
- Electrical upgrades at the Gus Darien Arena are in progress;
- The Aquatic Facility Master Plan is underway.

Jessi Rochel, Recreation Center & Recreation Programs Manager:

- The Late Spring and Summer Brochure will available on April 2;
- The next Blood Drive is scheduled for March 25;
- The Fashion Show set-up has begun, but it is unclear whether the show will be cancelled or postponed given the current Garfield County Public Health guidelines on Covid-19;
- Hiring for the summer season has begun.

Luis Yllanes, Board of Trustees Representative:

- The Police Chief Candidate Meet and Greet is scheduled for Thursday evening (March 12) at the Launch Pad;
- The TOC has been in discussions with the USFS about the proposed construction to replace the current office space. They have agreed to a non-binding review with the TOC Planning and Zoning Commission and may try to design the building so it more closely aligns with the Historic Commercial Core.

Hollis Sutherland, Parks & Recreation Commission Chair:

- Hollis asked about the April meeting—the Beerworks Bingo Night is scheduled for the same night and time as the regularly scheduled Commission meeting. She asked if the Commission members were willing to meet an hour earlier, so everyone could participate in Bingo Night.

Genevieve Villamizar, Parks & Recreation Member:

- There is a National Geographic Bio Blitz program that provides citizen science opportunities for youth. They can use their phones to take photos and document the flora and fauna of a specific area and submit the data online to help build a model of that area's biodiversity.

ADJOURNMENT

The March 11, 2020, regular meeting adjourned at 8:45 pm. The next regularly scheduled meeting is set for April 8, 2020, at 6:00 pm.

Respectfully submitted,
Kae McDonald

**MINUTES
ENVIRONMENTAL BOARD
February 24, 2020**

CALL TO ORDER

Colin Quinn called the meeting to order at 6:00 pm on February 24, 2020 in Room 2 at Town Hall.

ROLL CALL

The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
 Sandy Marlin, Member
 Jim Kirschvink, Member
 Scott Mills, Member
 Frosty Merriott, Member
 KC Nau, Member
 Pat Hunter, Alternate

Town Staff Present: Mark O'Meara, Staff Liaison
 Heather Henry, Board of Trustees Liaison
 Jay Harrington, Town Manager
 Kae McDonald, Boards and Commissions Clerk

Guests: Oni Butterfly, Prospective Member
 Brittany Bieble, Guest
 Tamara Haynes-Norton, Guest
 Kathleen Force, Guest
 Gwen Garcelone, Guest

CONSENT AGENDA

Motion Passed: Scott ***moved*** to approve E-board meeting minutes from January 2020. Sandy ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

Pat conducted a short exercise on estimating what the maximum population of Carbondale ought to be. He also recommended a new program on MSNBC entitled "What's Eating America."

NEW MEMBERSHIP APPLICATIONS AND RENEWALS

Oni Butterfly came before the EBoard with a new member application. Colin provided a brief synopsis on the Environmental Board and its role in advising the Board of Trustees on various environmental issues. He invited Oni to give a brief introduction and explain why she was interested in the EBoard. Oni explained that she has been in the valley since 1996 after her career on the East Coast was cut

short due to illness. She has an environmental background and is very passionate about expanding the awareness of environmental issues to the public. She would like to participate in writing articles for the Sopris Sun about the EBoard and its activities. She is available to attend meetings on a regular basis.

After a brief discussion (during which time Oni left the room), all of the EBoard members were interested in Oni's participation on the EBoard as a regular member.

Motion Passed: Scott ***moved*** to recommend approval of Oni Butterfly's application for membership on the EBoard to the Board of Trustees. KC ***seconded*** the motion, and it was ***unanimously approved***.

SINGLE USE PLASTIC REDUCTION

Colin introduced representatives from LBA Associates (Laurie Bachelder-Adams) and Project Resource Studio (PR STUDIO [Bryana Starbuck and Mavis Fitzgerald]) were in attendance to present The Carbondale Plastics Plan: Our Plastics Reduction Strategy; Laurie Bachelder-Adams participated via conference call.

Colin provided a brief background on the project. The TOC has devoted resources towards the reduction of single-use plastics, including hiring the consultants for this current plan. The EBoard has the opportunity to listen to and provide feedback on the plan tonight.

Laurie introduced the technical background of the project and their current plan of attack. The project is just beginning this month with the goal to identify a strategy with recommendations to the BOT by late summer. LBA Associates is researching best management practices; most of which are at the national level. There are phenomenal plastic bag reduction strategies in Colorado (14 municipalities, to date), but beyond the reduction in single-use plastic bags, there aren't many communities that have tackled the reduction in single use plastics in the state. They are also estimating the potential quantity, so they can provide that "miracle" number while also recognizing that plastics can be high volume/low weight. The strategy as it is evolving has four components:

- The plan is to look at the reduction in single use plastics primarily, rather than recycling. That is the concept theme so we can bring less of these materials into the community in the first place.
 - Focus on items that can be reused
 - Consider material substitution
- Stress the list of items to focus on
 - Retail and Food Establishments (for example: straws, food containers including those from polystyrene, water bottles, and plastic bags [if it makes sense with the recommended strategy])
- The recommendations are anticipated to be phased-in in a sequence that makes sense
 - Provide "carrots," rather than "sticks"
- Work on the legislative piece

- The local preemption appeal failed
- A bill may be reintroduced in the House
- Two Statewide policies (both House Bills) are wending their way through the system. The first would ban polystyrene in food establishments, and the second would have a comprehensive ban on all of the material Laurie listed above except for water bottles. Both were heard by the House Energy and Environment Committee and both passed out of it. One will move on to the House Appropriations Committee and the other will go to House Finance.

Jay pointed out that the TOC is a member of Recycle Colorado, and is tracking legislation through that organization. TOC is also fairly active in the CML, and Jay has spent quite a bit of time discussing the approach and theory behind the preemption with the Executive Director. The Town is moving forward with this plan based on the idea that there won't be a legislative barrier, or there may be some phasing-in of strategies. We do expect a fair amount of attention on these efforts, because the TOC will be the first community to look at comprehensively reducing single use plastic. Part of the outreach strategy will be to involve trade groups early on and getting their input, so there is less chance for resistance as the project moves forward.

Laurie mentioned that although no community has yet produced a strategy for the reduction of single use plastic, Telluride and Mountain Village are moving forward with a plan, and Boulder and Fort Collins are doing their homework to bring forth a plan.

Bryana stepped in to present the stakeholder and public outreach portion of the plan. The essential question is:

How can we bring less plastic into our community?

The plan will involve both short and long-term strategies with a thorough and inclusive engagement process. They distributed a fact sheet that detailed how the initiative would evolve. The initial step is to gain insight and feedback from Carbondale residents and businesses through a series of public events and research best management practices from other towns. This step will be initiated in February and will continue through April. Planned public events include March, April and May First Fridays, building a website to disseminate information and receive comments, maintaining a dedicated phone line and e-mail address for all communications, and posting a survey during Step 2. The plan also allows for meetings with community and stakeholder groups for more detailed insights.

Step 2 is planned for April and May and will include a survey. The research and evaluation of potential policy/program options will also take place during this step. Step 3 will include the development of reduction strategy recommendations and the evaluations by the BOT; this step will occur in June and July.

There are four key points that PR STUDIO will focus on:

- It is a TOC priority—a reduction strategy will compliment the 2017 Climate Action Plan;
- It is harmful to the local environment and litters our public spaces;
- The cost of recycling is becoming more expensive and the accepted materials are becoming more restrictive;
- New state legislation and broader consumer trends indicate the importance of reducing single-use plastics and the prioritization of environmental stewardship.

Key audiences include:

- The business community
- The LatinX community
- The Board of Trustees and local government
- The general public

The first kick-off event will be the March 6 First Friday. They will have a table set up with the Fact Sheet and will be available to answer any questions.

Questions/Comments:

Scott: Will the study include a cost analysis to change over to other products? The impact on a business' bottom line will be a motivating factor to change.

Laurie: We will be pulling information from other communities. A cost analysis would be tricky because the price points vary widely based on frequency and quantities ordered.

Sandy: Last year when the EBoard was completing the restaurant survey, a couple of things struck me—I found it ironic that a few restaurants that are doing a great job of avoiding plastics, were not advertising that they used compostable takeout containers so people wouldn't go home and just throw them away.

Laurie: Not all of the containers labeled as compostable are readily compostable in our area. This is a very confusing piece for all involved.

Pat: Do you know which type of item will have the most impact? Targeting one item versus several might have a greater success rate. What items might have the least resistance? At dinner the other night I observed several patrons using their own containers for their doggy bags. We might consider providing practical substitutes just like providing free bags at the beginning of the plastic bag ban at City Market.

Laurie: Is your question about what is the biggest bang in terms of quantity diverted? I would have to say that if we could find a way to reduce plastic PET bottles, that could be our biggest reduction category. They are the most frequent item found in our trash counts. However, we also find a lot of 337 (90% pvc). This

is data that nobody really has. It is hard to reduce these items on a community level and I have only seen a few instances of that being done well (in a couple of airports, for example) outside of a government agency edicting that plastics will be eliminated. It sounds good, but I am not sure it is the most practical. Plastic straws is one category that people are willing to do without, more so than takeout containers.

Sandy: One of the takeaways from our meeting with the BOT last year was that rather than having a top-down initiative, they wanted to see a grassroots demonstration that the people of Carbondale want this. The restaurants need to hear that customers are willing to pay more for a non-plastics solution. How do we achieve this?

Bryana: That is part of our outreach—gaining insights about what they (both businesses and consumers) are already doing and what is important to them. Then you add in the educational component.

Scott: We could distribute a sticker to show what businesses are doing.

Bryana: The Chamber has an ECO self-identifier.

Tamara: I run a local coffee shop in which all of our products are nearly 100% compostable and we utilize EverGreen ZeroWaste. Despite having various containers for recycling, composting, and trash, I still see a lot of products deposited into the incorrect containers. It is expensive to use plastic substitutes, and I'm not sure our customers appreciate our efforts. On another note, it is a health code violation to allow customers to bring in their own containers, and businesses are liable if a customer gets sick.

Frosty: Be sure to stay connected on the legislative front and let our state representatives know we support legislation on this. Plastics have been found in animals and fish at the local level. Education is a big part of this initiative.

INTEGRATED WEED MANAGEMENT PLAN

Eric came before the EBoard to present the proposed weed management plan for the upcoming 2020 season. As outlined in the Integrated Weed Management Plan that won the approval of the BOT in 2019 (Resolution #13 Series of 2019), if necessary, a plan for the use of an approved chemical treatment will be presented to the Environmental Board and will include the type of weed as well as location, size of infestation, methods of chemical use, details of chemical used and the use regimen per location. Eric indicated that the Parks & Recreation staff is fully invested in the plan and in trying non-chemical methods of eliminating weeds in the TOC parks. A steam machine was used on a trial basis in 2019, and the TOC purchased one for the upcoming season. However, despite good efforts on the part of staff, there are still several locations that have Type A and Type B weeds and the TOC is under a State of Colorado mandate to eliminate these weeds. Eric referred the Board members to the memo in the packet that highlights what has

been done at specific locations and what is being proposed for the upcoming 2020 season.

The specific request before the EBoard is to utilize targeted chemical treatment of:

- Knapweed species (meadow and Russian)—an A-list weed—around town hall and along Highway 133;
- Absinth Wormwood—a B-list weed—at various locations around town including 4th Street, town hall, and Highway 133;
- Myrtle Spurge—an A-list weed—at the intersection of Highway 133 and Snowmass Drive, and along the ditch behind Evergreen Cemetery;
- Common Ragwort and Hoary Cress—both B-list weeds—at the North Face Bike Park; the weeds are growing primarily in the areas adjacent to the riding surfaces in the bike park.

Questions/Comments:

Gwen Garcelone: Questioned whether sufficient time had been given to natural methods that included building up the soil. She advocated for sticking with natural land management methods for some time before resorting to chemical weed control.

Scott: Suggested that, if feasible, utilize test plots to compare how weeds responded to the natural land management methods versus the use of chemicals.

KC: Suggested an amendment to the memo which lists herbicide (or other non-herbicidal methods).

Sandy: Supported the plan, but with the caveat that the Parks & Recreation staff try all of the natural methods before resorting to the chemicals.

Frosty: I would agree with all that's been said, but my question is why this hasn't been done sooner. He preferred that the proposal move forward because the State of Colorado could fine the TOC at any time over the inaction on the A and B-list weeds.

Motion Passed: Colin ***moved*** to support the 2020 Town of Carbondale Integrated Weed Management Plan Memorandum as presented to the Board of Trustees with the caveat that a natural land management specialist be consulted prior to the use of chemicals. KC ***seconded*** the motion, and it was ***approved by a majority with Pat Hunter abstaining***.

SKICO ENVIRONMENTAL FOUNDATION GRANT

Colin presented a project for the upcoming Aspen Skiing Company Environmental Foundation Grants; the Spring Grant application is due on March 2. Colin has a call scheduled with Hanna Berman to propose ideas, acknowledging that it would be a quick turn-around to pull the application together before the deadline. There are two ideas on the table.

Eric presented a proposal for the Crystal River Restoration/Weaver Ditch Efficiency Project. The project was awarded an initial grant from the Environmental Foundation of \$9,300 in 2017 to get the project started; Roaring Fork Conservancy was the applicant on the initial grant for the design and public outreach. It is now at the 60% design phase and this grant would help in covering the projected \$80,000 shortfall to get the project completed; it would complement several other small grants to achieve the total sum. There are several promising prospective grants for the construction side of the project. All of the information is ready to be formatted into the SkiCo grant application; the role of the EBoard would be to write a letter of support. Acting on behalf of the EBoard, Colin will pull together the needed information from existing records and write a letter of support.

Pat presented his proposal, but the information he needs in the grant application won't be compiled in time for the upcoming deadline, so he is looking to apply for the Fall granting cycle. The funds would be used to develop a GIS database to benchmark all available information for the Roundtable Electrification project.

DANDELION DAY

Natalie gave an update on Dandelion Days and introduced her assistant, Kelly, who is a CMC student in Sustainable Studies. The Sponsor and Vendor letters have been sent out and Alpine Bank has already agreed to be a \$500 sponsor. If they can get nine more sponsors at that level, that would cover most of the costs of the event. The t-shirt contest has been advertised through the Carbondale Arts newsletter. She asked if the EBoard would like a theme, and after a brief discussion, they suggested something along voting for the environment with a tie-in to the 50th anniversary of Earth Day which is April 24th. Natalie also asked at what level the EBoard was going to sponsor the event, and that the Environmental Award needed to be decided upon before the March meeting.

Motion Passed: Scott ***moved*** to spend \$1,000.00 of the EBoard's budget for a Dandelion Day sponsorship. Pat ***seconded*** the motion, and it was ***unanimously approved***.

Questions/Comments:

Sandy had reviewed the Dandelion Day agreement between Carbondale Arts and the Environmental Board, but did not find the two-year trial language in the agreement. She asked Natalie to add the language to the contract.

5G UPDATE

KC distributed a one-page summary of 5G:

- 5G means two different things: 5G phones are not "5G"—they all come off the current electromagnetic waves. 5G is a distinct band of electromagnetic frequency that comes right up against microwave;
- It has been targeted uniquely by large communication companies. The hype being that it has a very fast download. Proponents of its use urge its distribution in the United States before China can do so;

- Communities cannot oppose the installation of its infrastructure on the basis of environmental or health reasons;
- It gives the Federal Communications Commission the unique ability to decide if it is safe or not. While studies in 1970s have tested thermal damage from the 5G waves, there is no acknowledgement of studies of 5G effects on biological organisms. There are major international groups of scientists that are opposed to its installation;
- Lloyd's of London has refused to cover 5G-related WIFI illness. Communities that have had deployment of 5G have reported a reduction in property values by as much as 20%;
- Once an application has been made, communities only have 60 days to protest. Protests can only be made based on aesthetic, historic, or scenic points of view;
- Laws must be in place before any applications for the installation of 5G are submitted. The laws must be reasonable, be no more burdensome than for other entities, and they must be published in advance;
- There are multiple lawsuits trying to stop and/or slow the process down.

Questions/Comments:

Kathleen Force: The Environmental Health Trust sued and won a lawsuit which allows entities to sue the FCC over this topic. Thirty-eight countries have banned 5G and many states are suing the FCC on the basis of the 10th Amendment (federal agencies can't dictate how municipalities use their land). Unfortunately, the Colorado Attorney General has withdrawn their participation in the suit because the communication companies have promised the employment of up to 20,000 people.

Heather: The BOT had a brief discussion on this topic. Aspen was a target city, and Pitkin County and the Town of Aspen enacted emergency ordinances, but it didn't really slow the process down. There is some tension in reconciling the utilization of the technology for its beneficial purposes but also acknowledging the physical effects on living organisms are real and not fully known at this point in time. We also need to understand that the systems and technology may vary.

EBOARD STRATEGIC DIRECTION

This item was tabled until the next meeting.

CORE ANNOUNCEMENTS

Phi was not in attendance, so this item was tabled until a later date.

ADJOURNMENT

The February 24, 2020, regular meeting adjourned at 8:30 p.m. The next regular meeting is scheduled on March 23, 2020 at 6:00 pm.

Respectfully submitted,
Kae McDonald