

**CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
March 14, 2023
CARBONDALE TOWN HALL AND
VIA ZOOM
6:00 P.M.**

You are invited to a Zoom webinar.

When: Mar 14, 2023 05:30 AM Mountain Time (US and Canada)

Topic: The Town of Carbondale 3-14-23 Regular Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88310969880>

Or One tap mobile :

US: +17193594580,,88310969880# or +12532050468,,88310969880#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 6833 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000

Webinar ID: 883 1096 9880

International numbers available: <https://us02web.zoom.us/j/88310969880>

PLEASE NOTE THAT ALTHOUGH THE INVITATION TO THE ZOOM MEETING LISTS THE STARTING TIME AS 5:30 THE MEETING ACTUALLY STARTS AT 6:00 P.M.

**STUDENT OF THE MONTH
AWARD**

| <u>TIME*</u> | | <u>ITEM</u> | <u>DESIRED OUTCOME</u> |
|---------------------|-----------|---|---|
| 6:10 | 1. | Roll Call | |
| 6:10 | 2. | Consent Agenda a. Accounts Payable b. BOT 01/17/2023 Work Session Minutes c. BOT 01/24/2023 Regular Meeting Minutes d. Liquor License Modification of Premises – Allegria e. Liquor License Renewal – Pop’s Liquors f. Medical Marijuana Renewal – Plum Manufacturing g. Retail Marijuana Renewal – Plum | ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E ATTACHMENT F ATTACHMENT G |

| | | | |
|-------------|------------|--|--|
| | | Manufacturing h. Website Renewal Agreement with Revize | ATTACHMENT H BOT Action Desired |
| 6:20 | 3. | Persons Present Not on The Agenda | |
| 6:30 | 4. | Trustee Comments | |
| 6:45 | 5. | Attorney's Comments | |
| 6:45 | 6. | Manager's Comments | |
| 6:50 | 7. | Proclamation for National Donate Life Month | ATTACHMENT I |
| 6:55 | 8. | Special Event Liquor License – 5 Point Film Festival - Facility Rental Fee Waiver | ATTACHMENT J ATTACHMENT Ja BOT Action Desired |
| 7:10 | 9. | Special Event Liquor License – Colorado Animal Rescue | ATTACHMENT K BOT Action Desired |
| 7:15 | 10. | Modification of Premises – Plum Manufacturing | ATTACHMENT L BOT Action Desired |
| 7:25 | 11. | Short-Term Rental Regulations and Enforcement | ATTACHMENT M Discussion |
| 8:00 | 12. | Minutes/Correspondence a. Planning & Zoning Commission Minutes b. Public Arts Commission Minutes c. Historic Preservation Commission Minutes d. Bike/Ped/Trails Commission Minutes e. Parks and Recreation Minutes f. Seed Peace Letter | ATTACHMENT N Information Only |
| 8:00 | 13. | Executive Session <i>For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b)</i> | Michael Francisco v. City Market, Inc., et al Case |
| 8:30 | 14. | Adjourn | |

*** Please Note: times are approximate**



Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 3/14/2023

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 3/3/23 and 3/14/23

DISCUSSION: The accounts payable for March 3 includes utility payments for the Town. The accounts payable for March 14 includes \$90,000 for the Aspen Hope Center crisis assistance, \$16,717.50 for Building inspection services, \$19,560.95 for Chamber of Commerce lodging tax passthrough, and \$52,884.66 for Mountain Waste trash services.

A summary of Accounts Payable totals is below:

| | |
|---------------|---------------|
| March 3, 2023 | \$ 6,324.66 |
| Mach 14, 2023 | \$ 333,727.47 |

The payroll for 2/11/23 – 2/24/23 totaled \$130,065.24. Tax liability for the Town was \$11,679.97. Pension and Retirement liability was \$11,878.36.

Please contact me if you have any questions concerning the accounts payable.

Sincerely,

Christy Chicoine

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------|-------------------|------------|------------------------------|------------|-------|--------------|----------|
| 01-4192-3561 | TOWN NETWORK | | | | | | |
| 10865 | CEDAR NETWORKS | | TOWN HALL INTERNET | 341338 | 15895 | 03/01/2023 | 1,611.00 |
| Total 01-4192-3561: | | | | | | | 1,611.00 |
| 01-4194-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | TOWN HALL | 30AABA3C | 15893 | 02/28/2023 | 388.10 |
| 01-4194-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | UNIT PV | 30AABA3C | 15893 | 02/28/2023 | 132.27 |
| Total 01-4194-3410: | | | | | | | 520.37 |
| 01-4215-3450 | TELEPHONE COSTS | | | | | | |
| 10865 | CEDAR NETWORKS | | PUBLIC WORKS INTERNET | 341338 | 15895 | 03/01/2023 | 535.00 |
| Total 01-4215-3450: | | | | | | | 535.00 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | HWY 133 & VILLAGE LANE ST LI | 030323 | 15896 | 02/01/2023 | 59.96 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | COWEN PUMP STATION | 030323 | 15896 | 02/01/2023 | 19.58 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | 101 HWY 133 IRR PUMP SKID | 030323 | 15896 | 02/01/2023 | 24.13 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | EV CHARGING STATION COWE | 030323 | 15896 | 02/01/2023 | 219.03 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | DOWNTOWN SIGN | 30AABA3C | 15893 | 02/28/2023 | 72.16 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | IRRIGATION | 30AABA3C | 15893 | 02/28/2023 | 48.86 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | STREET LIGHTS | 30AABA3C | 15893 | 02/28/2023 | 4.70 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | DT ELECTRIC CIRCUIT | 30AABA3C | 15893 | 02/28/2023 | 70.71 |
| Total 01-4310-3410: | | | | | | | 519.13 |
| 01-4500-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | ARENA BUILDING | 030323 | 15896 | 02/01/2023 | 506.56 |
| 01-4500-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | NORTHFACE | 30AABA3C | 15893 | 02/28/2023 | 15.79 |
| 01-4500-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | N.F. BALLFIELDS | 30AABA3C | 15893 | 02/28/2023 | 124.92 |
| Total 01-4500-3410: | | | | | | | 647.27 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | 0655 BUCKBOARD CT RR & IR | 030323 | 15896 | 02/01/2023 | 30.23 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | | WEAVER CEMETERY PUMP | 030323 | 15896 | 02/01/2023 | 18.36 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | HENDRICKS PARK | 30AABA3C | 15893 | 02/28/2023 | 25.25 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | PARK RR | 30AABA3C | 15893 | 02/28/2023 | 9.25 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | SOPRIS PARK | 30AABA3C | 15893 | 02/28/2023 | 4.70 |
| 01-4520-3410 | UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | | SOPRIS II | 30AABA3C | 15893 | 02/28/2023 | 5.33 |

| Vendor | Vendor Name | GL Acct No Description | Invoice No | PO No | Invoice Date | Amount |
|-----------------------------------|-------------------|---------------------------|------------|-------|--------------|----------|
| Total 01-4520-3410: | | | | | | 93.12 |
| 31-4335-3410 UTILITIES | | | | | | |
| 10665 | CEDAR NETWORKS | WASTEWATER INTERNET | 341338 | 15895 | 03/01/2023 | 615.00 |
| Total 31-4335-3410: | | | | | | 615.00 |
| 41-4336-3410 UTILITIES | | | | | | |
| 10665 | CEDAR NETWORKS | PUMP HOUSE INTERNET | 341338 | 15895 | 03/01/2023 | 145.00 |
| 41-4336-3410 UTILITIES | | | | | | |
| 25760 | HOLY CROSS ENERGY | NC PLANT | 030323 | 15896 | 02/01/2023 | 1,519.91 |
| 41-4336-3410 UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | CRYSTAL WELL | 30AABA3C | 15893 | 02/28/2023 | 8.68 |
| 41-4336-3410 UTILITIES | | | | | | |
| 71380 | SUNCENTRAL | RFWTP | 30AABA3C | 15893 | 02/28/2023 | 24.46 |
| Total 41-4336-3410: | | | | | | 1,698.05 |
| 75-4500-3410 UTILITIES (ELECTRIC) | | | | | | |
| 71380 | SUNCENTRAL | REC CTR | 30AABA3C | 15893 | 02/28/2023 | 5.72 |
| Total 75-4500-3410: | | | | | | 5.72 |
| 75-4512-3410 UTILITIES | | | | | | |
| 10665 | CEDAR NETWORKS | POOL INTERNET | 341338 | 15895 | 03/01/2023 | 80.00 |
| Total 75-4512-3410: | | | | | | 80.00 |
| Grand Totals: | | | | | | 6,324.66 |

2023

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|--|---------------------------|------------|----------------------------|------------|--------|--------------|----------|
| 00-1017 UTILITY CASH CLEARING ACCOUNT | | | | | | | |
| 36545 | NEW CASTLE HOMES LLC | | UTILITY REFUND ACCOUNT #10 | 1005711 | 96183 | 02/27/2023 | 90.40 |
| 00-1017 UTILITY CASH CLEARING ACCOUNT | | | | | | | |
| 41725 | R & B ENTERPRISES LLC | | UTILITY REFUND ACCOUNT #41 | 418404 | 96195 | 03/07/2023 | 31.17 |
| Total 00-1017: | | | | | | | 121.57 |
| 01-34-60 CEMETERY FEES | | | | | | | |
| 39016 | NIESLANIK, MARTY | | REFUND CEMETERY LABOR FE | 1180550 | 15890 | 02/13/2023 | 378.65 |
| Total 01-34-60: | | | | | | | 378.65 |
| 01-36-22 RV PARK FEES | | | | | | | |
| 39016 | BRYAN, WOODROW | | RV PARK CANCELLATION REFU | WRSA-BZHG | 104324 | 02/24/2023 | 134.72 |
| 01-36-22 | RV PARK FEES | | | | | | |
| 38947 | CALHOUN, EDWARD | | REFUND FOR RV PARK CANCE | WRSA-G5S7 | 104321 | 02/28/2023 | 71.00 |
| 01-36-22 | RV PARK FEES | | | | | | |
| 39016 | PUGLIANO, KRISTEN | | RV PARK CANCELLATION REFU | WRSA-DQO | 104323 | 02/24/2023 | 102.06 |
| 01-36-22 | RV PARK FEES | | | | | | |
| 39016 | WOMACK, CINDY | | RV CANCELLATION REFUND | WRSA-2W6Y | 104322 | 02/28/2023 | 125.00 |
| Total 01-36-22 | | | | | | | 432.78 |
| 01-4121-3981 ALTERNATE JUDGE | | | | | | | |
| 73880 | LEMOINE & GRAVES PC | | SUBSTITUTE JUDGE 2 13 23 | 7341 | 15887 | 02/21/2023 | 500.00 |
| Total 01-4121-3981: | | | | | | | 500.00 |
| 01-4132-3541 OTHER PROFESSIONAL SERVICES | | | | | | | |
| 39009 | CivicPlus LLC | | MUNICODE UPDATES | 255001 | 15901 | 02/24/2023 | 875.00 |
| Total 01-4132-3541: | | | | | | | 875.00 |
| 01-4150-2110 OFFICE SUPPLIES | | | | | | | |
| 39013 | SOURCE MANAGEMENT INC | | ENVELOPES | PINV072891 | 15891 | 01/24/2023 | 65.58 |
| Total 01-4150-2110 | | | | | | | 65.58 |
| 01-4150-3311 RECRUITING EXPENSES | | | | | | | |
| 54120 | VALLEY VIEW HOSPITAL ASSO | | DRUG SCREEN | 101174C902 | 15892 | 02/21/2023 | 108.00 |
| Total 01-4150-3311: | | | | | | | 108.00 |
| 01-4150-5100 MUNICIPAL INSURANCE | | | | | | | |
| 11500 | CIRSA | | ADDITIONS | 230655 | 15915 | 03/08/2023 | 974.07 |
| Total 01-4150-5100: | | | | | | | 974.07 |
| 01-4150-5140 DEDUCTIBLE EXPENSE | | | | | | | |
| 11500 | CIRSA | | DEDUCTIBLE CLAIM | 230655 | 15915 | 03/08/2023 | 1,000.00 |
| Total 01-4150-5140: | | | | | | | 1,000.00 |
| 01-4150-5310 OFFICE EQUIPMENT RENTAL | | | | | | | |
| 39900 | PITNEY BOWES INC | | POSTAGE METER LEASE | 3317076420 | 15906 | 02/24/2023 | 434.52 |
| 01-4150-5310 OFFICE EQUIPMENT RENTAL | | | | | | | |
| 92688 | XEROX FINANCIAL SERVICES | | COPIER LEASE AND METER TO | 3800579 | 15906 | 02/08/2023 | 555.37 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|------------------------------------|-----------------------|------------|-------------------------|-------------|-------|--------------|----------|
| Total 01-4150-5310: | | | | | | | 989.89 |
| 01-4191-2400 MISCELLANEOUS EXPENSE | | | | | | | |
| 21400 | GARFIELD COUNTY CLERK | | PLATS EMAILED | 021423 | 15907 | 02/14/2023 | 4.75 |
| Total 01-4191-2400: | | | | | | | 4.75 |
| 01-4191-3573 COMPREHENSIVE PLAN | | | | | | | |
| 23160 | GRAN FARNUM PRINTING | | COMPREHENSIVE PLAN BOOK | 3503.22 | 15888 | 01/31/2023 | 2,525.00 |
| Total 01-4191-3573: | | | | | | | 2,525.00 |
| 01-4192-3560 SOFTWARE SERVICES | | | | | | | |
| 10460 | CASELLE INC | | MONTHLY SOFTWARE SUPPOR | 123208 | 15910 | 03/01/2023 | 1,039.00 |
| Total 01-4192-3560: | | | | | | | 1,039.00 |
| 01-4192-3630 COMPUTER MAINTENANCE | | | | | | | |
| 69800 | MITCHELL AND COMPANY | | MONTHLY MAINTENANCE | 139148, 139 | 15900 | 03/01/2023 | 4,083.39 |
| Total 01-4192-3630: | | | | | | | 4,083.39 |
| 01-4195-2280 GENERAL SUPPLIES | | | | | | | |
| 36020 | NAPA AUTO PARTS | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 64.27 |
| 01-4195-2290 | GENERAL SUPPLIES | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 44.28 |
| 36020 | NAPA AUTO PARTS | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 7.29 |
| 01-4195-2280 | GENERAL SUPPLIES | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 137.17 |
| 36020 | NAPA AUTO PARTS | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 20.99 |
| 01-4195-2290 | GENERAL SUPPLIES | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 20.99 |
| 36020 | NAPA AUTO PARTS | | SUPPLIES | 588081, 588 | 37905 | 02/28/2023 | 20.99 |
| Total 01-4195-2290: | | | | | | | 274.00 |
| 01-4195-2311 POLICE FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - POLICE | 258817CL | 37895 | 02/28/2023 | 222.90 |
| 01-4195-2311 | POLICE FUEL | | POLICE FUEL | 87668892 | 67396 | 02/28/2023 | 1,312.84 |
| 38913 | WEX BANK | | POLICE FUEL | 87668892 | 67396 | 02/28/2023 | 1,312.84 |
| Total 01-4195-2311: | | | | | | | 1,535.74 |
| 01-4195-2314 STREETS FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - STREETS | 258817CL | 37895 | 02/28/2023 | 4,439.62 |
| Total 01-4195-2314: | | | | | | | 4,439.62 |
| 01-4195-2315 PARKS FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - PARKS | 258817CL | 37895 | 02/28/2023 | 912.10 |
| Total 01-4195-2315: | | | | | | | 912.10 |
| 01-4195-2316 RECREATION FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - REC | 258817CL | 37895 | 02/28/2023 | 120.17 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---|----------------------------|----------------------------|-------------|-------------|-------|--------------|--------|
| Total 01-4195-2316: | | | | | | | 120.17 |
| 01-4195-2317 PUBLIC WORKS ADMINISTRATN FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | FUEL - PW ADMIN | | 258817CL | 37895 | 02/26/2023 | 321.64 |
| Total 01-4195-2317: | | | | | | | 321.64 |
| 01-4195-2321 POLICE MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 2012 EXPLORER FILTERS | | 588081, 588 | 37905 | 02/28/2023 | 29.17 |
| 01-4195-2321 POLICE MAINTENANCE | | | | | | | |
| 49640 | SUN PRO OF COLORADO | WINDOW TINT | | 8759 | 67395 | 02/22/2023 | 125.00 |
| Total 01-4195-2321: | | | | | | | 154.17 |
| 01-4195-2324 STREETS MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 1993 F350 FILTERS - RETURN | | 588081, 588 | 37905 | 02/28/2023 | 30.79- |
| 01-4195-2324 STREETS MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 2014 SNOWBLOWER PARTS | | 588081, 588 | 37905 | 02/26/2023 | 50.40 |
| 01-4195-2324 STREETS MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 1993 F350 FUEL FILTER | | 588081, 588 | 37905 | 02/28/2023 | 30.79 |
| 01-4195-2324 STREETS MAINTENANCE | | | | | | | |
| 44000 | ROARING FORK RENTALS INC | 2008 LOADER COUPLER | | P55C016129 | 37899 | 02/22/2023 | 114.79 |
| Total 01-4195-2324: | | | | | | | 165.19 |
| 01-4195-2325 PARKS MAINTENANCE | | | | | | | |
| 37740 | OJ WATSON COMPANY INC | 2007 PLOW HEADLIGHT | | 0105828-IN | 37900 | 02/14/2023 | 101.86 |
| Total 01-4195-2325: | | | | | | | 101.86 |
| 01-4195-2326 RECREATION MAINTENANCE | | | | | | | |
| 14110 | COMMERCIAL TIRE SERVICE IN | 2001 CHEVY TIRES | | 67657 | 37909 | 03/06/2023 | 673.20 |
| Total 01-4195-2326: | | | | | | | 673.20 |
| 01-4195-2327 PUBLIC WORKS MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 2011 ESCAPE SILICONE | | 588081, 588 | 37905 | 02/28/2023 | 6.89 |
| Total 01-4195-2327: | | | | | | | 6.89 |
| 01-4195-3631 ST. PORT. EQUIPMENT MAINTENANC | | | | | | | |
| 38903 | AUTO TRUCK GROUP | SPROCKET, KEY FOR SANDER | | 1926927, 19 | 37908 | 02/27/2023 | 170.89 |
| 01-4195-3631 ST. PORT. EQUIPMENT MAINTENANC | | | | | | | |
| 38903 | AUTO TRUCK GROUP | DROP CHUTE FOR SANDER | | 1926927, 19 | 37908 | 02/27/2023 | 329.15 |
| Total 01-4195-3631: | | | | | | | 500.04 |
| 01-4210-2110 OFFICE SUPPLIES | | | | | | | |
| 92688 | XEROX FINANCIAL SERVICES | COPIER LEASE POLICE | | 3800578 | 67400 | 02/08/2023 | 165.50 |
| Total 01-4210-2110: | | | | | | | 165.50 |
| 01-4210-2292 CLOTHING ALLOWANCE | | | | | | | |
| 38945 | SYMBOL ARTS | BADGES | | 343983, 343 | 67392 | 12/15/2022 | 270.00 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------|-------------------------------|-----------------------------|-------------|------------|-------|--------------|-----------|
| Total 01-4210-2292: | | | | | | | 270.00 |
| 01-4210-3300 | DUES AND PUBLICATIONS | | | | | | |
| 2720 | A.L.E.R.T./S.A.M. | DUES | | 031423 | 69397 | 03/14/2023 | 100.00 |
| Total 01-4210-3300: | | | | | | | 100.00 |
| 01-4210-3360 | PUBLIC EDUCATION | | | | | | |
| 15050 | CREATIVE PRODUCT SOURCE I | SAFETY STICKERS | | CP1098351 | 67391 | 02/13/2023 | 808.65 |
| Total 01-4210-3360: | | | | | | | 808.65 |
| 01-4210-3700 | TRAVEL AND CONFERENCE | | | | | | |
| 39016 | KUHLMAN, JAMES | NOTARY REIMBURSEMENT | | 2019400790 | 67394 | 02/17/2023 | 10.00 |
| Total 01-4210-3700: | | | | | | | 10.00 |
| 01-4210-3980 | OTHER SERVICES | | | | | | |
| 38896 | ASPEN HOPE CENTER | CRISIS ASSISTANCE | | 0012487 | 67390 | 02/21/2023 | 90,000.00 |
| Total 01-4210-3980: | | | | | | | 90,000.00 |
| 01-4210-8010 | State and Local Grants Police | | | | | | |
| 38896 | ASPEN HOPE CENTER | PEACE OFFICER CONSULTING | | 0012508 | 67399 | 03/02/2023 | 2,000.00 |
| 01-4210-8010 | State and Local Grants Police | | | | | | |
| 6640 | BASALT PRINTING | 2023-CP-23-7 CONFLICT RESOL | | 0028108 | 67398 | 02/28/2023 | 410.14 |
| Total 01-4210-8010: | | | | | | | 2,410.14 |
| 01-4215-3450 | TELEPHONE COSTS | | | | | | |
| 54500 | VERIZON WIRELESS | CELL PHONE CHARGES GEN | | 9927809626 | 67393 | 02/15/2023 | 849.62 |
| Total 01-4215-3450: | | | | | | | 849.62 |
| 01-4242-3980 | CONTRACT LABOR | | | | | | |
| 2190 | ADVANTAGE INSPECTION SER | CONSULTING SERVICES | | 572 | 15905 | 02/28/2023 | 11,437.50 |
| 01-4242-3980 | CONTRACT LABOR | | | | | | |
| 39010 | CADFISH LLC | CONSULTING SERVICES | | 1789 | 15904 | 02/28/2023 | 5,280.00 |
| Total 01-4242-3980: | | | | | | | 16,717.50 |
| 01-4310-3410 | UTILITIES | | | | | | |
| 57760 | XCEL ENERGY | STREET LIGHTS | | 817987864 | 15903 | 03/01/2023 | 4,756.95 |
| Total 01-4310-3410: | | | | | | | 4,756.95 |
| 01-4310-3550 | TREE MAINTENANCE | | | | | | |
| 39014 | SAVATREE LLC | TREE REMOVAL | | 12574797 | 37902 | 02/26/2023 | 4,388.00 |
| Total 01-4310-3550: | | | | | | | 4,388.00 |
| 01-4310-3581 | LANDFILLING FEES | | | | | | |
| 35420 | MOUNTAIN WASTE & RECYCLI | XMAS TREE RECYCLING | | 5192585V32 | 37906 | 03/01/2023 | 750.52 |
| Total 01-4310-3581: | | | | | | | 750.52 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------------------------|---------------------------|------------|-----------------------------|-------------|--------|--------------|-----------|
| 01-4310-3680 DOWNTOWN ENHANCEMENTS | | | | | | | |
| 44000 | ROARING FORK RENTALS INC | | LIFT FOR XMAS TREE DECORA | 292350 | 37898 | 02/28/2023 | 535.00 |
| Total 01-4310-3680: | | | | | | | 535.00 |
| 01-4310-3681 SNOW REMOVAL | | | | | | | |
| 17340 | DORAIS EXCAVATING INC | | HAUL SNOW | 4112 | 37904 | 02/20/2023 | 1,850.00 |
| 01-4310-3681 | SNOW REMOVAL | | | | | | |
| 19340 | EXCAVATION SERVICES INC | | SNOW REMOVAL | 23027 | 37901 | 02/24/2023 | 6,937.50 |
| 01-4310-3681 | SNOW REMOVAL | | | | | | |
| 45040 | RON GOSCHA TRUCKING LLC | | HAUL SNOW | 031423 | 37903 | 02/23/2023 | 1,850.00 |
| Total 01-4310-3681: | | | | | | | 10,637.50 |
| 01-4310-9200 BUILDING IMPROVEMENTS | | | | | | | |
| 29180 | KENNY'S OVERHEAD DOORS I | | CDO HOIST AND SENSOR WAL | 31458 | 104327 | 02/20/2023 | 5,020.00 |
| Total 01-4310-9200: | | | | | | | 5,020.00 |
| 01-4318-3630 EQUIP MAINT AND REPAIR | | | | | | | |
| 92588 | XEROX FINANCIAL SERVICES | | COPIER LEASE | 3800581 | 37907 | 02/08/2023 | 163.69 |
| Total 01-4318-3630: | | | | | | | 163.69 |
| 01-4318-3660 BLDG MAINTENANCE EXPENSE | | | | | | | |
| 35580 | MR VAC | | PW WATER DAMAGE | 5515 | 37897 | 02/08/2023 | 2,266.33 |
| Total 01-4318-3660: | | | | | | | 2,266.33 |
| 01-4500-3480 TOILET RENTAL | | | | | | | |
| 35420 | MOUNTAIN WASTE & RECYCLI | | PARK TOILETS INVOICE #52002 | 5200207V32 | 104314 | 03/01/2023 | 976.30 |
| 01-4500-3460 | TOILET RENTAL | | | | | | |
| 35420 | MOUNTAIN WASTE & RECYCLI | | PARK TOILETS INVOICE #51993 | 5200207V32 | 104314 | 03/01/2023 | 204.50 |
| Total 01-4500-3480: | | | | | | | 1,180.80 |
| 01-4500-3651 RIDING ARENA MAINTENANCE | | | | | | | |
| 35420 | MOUNTAIN WASTE & RECYCLI | | RODEO GROUNDS INVOICE #5 | 5200207V32 | 104314 | 03/01/2023 | 377.42 |
| Total 01-4500-3651: | | | | | | | 377.42 |
| 01-4500-3980 CONTRACT LABOR | | | | | | | |
| 39016 | BEVINGTON, RILEY | | YOUTH BASKETBALL REF/TIMI | 031423 | 104328 | 03/14/2023 | 150.00 |
| 01-4500-3980 | CONTRACT LABOR | | | | | | |
| 92512 | BUSBY, LONNIE LEE | | YOUTH BASKETBALL REFEREE | 031423 | 104331 | 03/14/2023 | 1,215.00 |
| 01-4500-3980 | CONTRACT LABOR | | | | | | |
| 39017 | FILISS, CHARLIE | | YOUTH BASKETBALL REF/TIME | 031423 | 104329 | 03/14/2023 | 690.00 |
| 01-4500-3980 | CONTRACT LABOR | | | | | | |
| 72105 | RILEY, KENNETH | | YOUTH BASKETBALL REF/TIME | 031423 | 104330 | 03/14/2023 | 750.00 |
| 01-4500-3980 | CONTRACT LABOR | | | | | | |
| 92483 | ROARING FORK GEOSPATIAL L | | GEOSPATIAL - PLANNING | 0075- MARC | 15899 | 03/01/2023 | 600.00 |
| Total 01-4500-3980: | | | | | | | 3,405.00 |
| 01-4500-9420 COMPUTER EQUIP/SOFTWARE | | | | | | | |
| 69800 | MITCHELL AND COMPANY | | COMPUTER SUPPORT | 139148, 139 | 15900 | 03/01/2023 | 131.25 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------------------------|--------------------------|------------|-----------------------------|-------------|--------|--------------|-----------|
| 01-4500-9420 COMPUTER EQUIP/SOFTWARE | | | | | | | |
| 69800 | MITCHELL AND COMPANY | | COMPUTER SUPPORT | 139148, 139 | 15900 | 03/01/2023 | 590.00 |
| Total 01-4500-9420: | | | | | | | 721.25 |
| 01-4512-9420 COMPUTER EQUIP/SOFTWARE | | | | | | | |
| 89800 | MITCHELL AND COMPANY | | COMPUTER SUPPORT | 139148, 139 | 15900 | 03/01/2023 | 87.50 |
| Total 01-4512-9420: | | | | | | | 87.50 |
| 01-4520-3660 BLDG MAINTENANCE EXPENSE | | | | | | | |
| 39685 | PINNACLE ELECTRIC | | OVERHEAD WIRING FOR NEW | 968 | 104325 | 02/20/2023 | 787.50 |
| Total 01-4520-3660: | | | | | | | 787.50 |
| 01-4634-2500 ADMIN AFFORDABLE HOUSING | | | | | | | |
| 21510 | GARFIELD COUNTY HOUSING | | PROFESSIONAL SVC CONTRA | TOC 10.22 | 15897 | 02/24/2023 | 7,500.00 |
| Total 01-4634-2500: | | | | | | | 7,500.00 |
| 01-4717-3980 RECYCLING OPERATIONS | | | | | | | |
| 19325 | EVERGREEN ZEROWASTE | | COMPOST AT TOWN HALL | 54692 | 15894 | 03/01/2023 | 32.50 |
| Total 01-4717-3980: | | | | | | | 32.50 |
| 14-4800-7000 CHAMBER OF COMMERCE | | | | | | | |
| 9780 | CARBONDALE CHAMBER OF C | | LODGING TAX | 031423 | 15916 | 03/01/2023 | 19,560.95 |
| Total 14-4800-7000: | | | | | | | 19,560.95 |
| 31-4335-2200 DRUG & ALCOHOL TESTING | | | | | | | |
| 92092 | MCC DRUG & ALCOHOL SCREE | | DRUG TESTING - WASTE WATE | 32958 | 15914 | 02/26/2023 | 124.00 |
| Total 31-4335-2200: | | | | | | | 124.00 |
| 31-4335-2310 VEHICLE FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - WASTEWATER | 258817CL | 37895 | 02/26/2023 | 1,325.32 |
| 38913 | WEX BANK | | WWW FUEL | 87668892 | 67396 | 02/26/2023 | 72.69 |
| Total 31-4335-2310: | | | | | | | 1,398.01 |
| 31-4335-2320 VEHICLE MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | | 2017 F250 SUPPLIES | 588081, 588 | 37905 | 02/26/2023 | 97.34 |
| 36020 | NAPA AUTO PARTS | | 2013 TRAVEL VAC COUPLER | 588081, 588 | 37905 | 02/28/2023 | 140.99 |
| 36020 | NAPA AUTO PARTS | | 2013 TRAVEL VAC TRAILER JAC | 588081, 588 | 37905 | 02/28/2023 | 99.99 |
| Total 31-4335-2320: | | | | | | | 338.32 |
| 31-4335-2381 SLUDGE DISPOSAL | | | | | | | |
| 39810 | PITKIN COUNTY LANDFILL | | BIO- SOLIDS | 339449 | 96189 | 03/03/2023 | 217.80 |
| Total 31-4335-2381: | | | | | | | 217.80 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|--|--------------------------|------------|-----------------------------|-------------|-------|--------------|----------|
| 31-4335-2383 COLLECTION SYSTEM MAINTENANCE | | | | | | | |
| 12545 | COLLETT ENTERPRISES INC | | DIL FOR WWTP | 176886 | 96177 | 02/23/2023 | 888.30 |
| 31-4335-2383 COLLECTION SYSTEM MAINTENANCE | | | | | | | |
| 52920 | UNCC | | LINE LOCATES | 223020319 | 96185 | 02/28/2023 | 12.26 |
| Total 31-4335-2383: | | | | | | | 900.56 |
| 31-4335-3311 RECRUITING EXPENSES | | | | | | | |
| 92092 | MCC DRUG & ALCOHOL SCREE | | DRUG TESTING - UTILITIES | 32958 | 15914 | 02/28/2023 | 20.00 |
| Total 31-4335-3311: | | | | | | | 20.00 |
| 31-4335-3410 UTILITIES | | | | | | | |
| 54500 | VERIZON WIRELESS | | CELL PHONE WW | 9927775122 | 96180 | 02/15/2023 | 771.65 |
| Total 31-4335-3410: | | | | | | | 771.65 |
| 31-4335-3560 SOFTWARE SERVICES | | | | | | | |
| 10460 | CASELLE INC | | MONTHLY SOFTWARE SUPPOR | 123208 | 15910 | 03/01/2023 | 484.00 |
| Total 31-4335-3560: | | | | | | | 484.00 |
| 31-4335-3580 PERMIT AND LAB FEES | | | | | | | |
| 1600 | SGS ACCUTEST NORTH AMERI | | ACRYLAMIDE SAMPLING - WW | 5216014544 | 96182 | 02/28/2023 | 228.24 |
| Total 31-4335-3580: | | | | | | | 228.24 |
| 31-4335-3630 COMPUTER EQUIPMENT & MAINT. | | | | | | | |
| 69800 | MITCHELL AND COMPANY | | COMPUTER SUPPORT | 139148, 139 | 15900 | 03/01/2023 | 87.50 |
| Total 31-4335-3630: | | | | | | | 87.50 |
| 31-4335-3660 BLDG MAINTENANCE EXPENSE | | | | | | | |
| 22450 | GLENWOOD SPRINGS CARPET | | CARPET IN OFFICE & TILES IN | GS001700 | 96175 | 02/22/2023 | 3,059.37 |
| 31-4335-3660 BLDG MAINTENANCE EXPENSE | | | | | | | |
| 44000 | RDARING FORK RENTALS INC | | TILE STRIPPER | 292433 | 96179 | 02/28/2023 | 37.50 |
| 31-4335-3660 BLDG MAINTENANCE EXPENSE | | | | | | | |
| 44000 | ROARING FORK RENTALS INC | | SCRAPER BLADES | 292433-2 | 96186 | 03/01/2023 | 48.65 |
| Total 31-4335-3660: | | | | | | | 3,145.52 |
| 31-4335-3810 TRAINING | | | | | | | |
| 47400 | SIROTEK, FRED | | PER DIEM CRWA CONFERENC | 040323 | 96181 | 03/14/2023 | 133.00 |
| Total 31-4335-3810: | | | | | | | 133.00 |
| 31-4335-5310 OFFICE EQUIPMENT RENTAL | | | | | | | |
| 92688 | XEROX FINANCIAL SERVICES | | COPIER LEASE WW | 3800580 | 96193 | 02/08/2023 | 84.37 |
| Total 31-4335-5310: | | | | | | | 84.37 |
| 31-4337-3570 DESIGN ENGINEERING CONSULTANT | | | | | | | |
| 43790 | ROARING FORK ENGINEERING | | WWTP DIGESTOR BLDG ENGIN | 5686, 5692, | 96197 | 02/17/2023 | 1,675.50 |
| 31-4337-3570 DESIGN ENGINEERING CONSULTANT | | | | | | | |
| 43790 | ROARING FORK ENGINEERING | | EUCLID & SOPRIS AVE - SEWE | 5686, 5692, | 96197 | 02/17/2023 | 4,634.50 |
| 31-4337-3570 DESIGN ENGINEERING CONSULTANT | | | | | | | |
| 43790 | ROARING FORK ENGINEERING | | ON CALL WASTEWATER | 5686, 5692, | 96197 | 02/17/2023 | 688.00 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|--|--------------------------|------------|----------------------------|-------------|-------|--------------|----------|
| 31-4337-3570 DESIGN ENGINEERING CONSULTANT | | | | | | | |
| 43790 | ROARING FORK ENGINEERING | | SCREW PRESS ENGINEERING | 5686, 5692, | 96197 | 02/17/2023 | 1,290.50 |
| Total 31-4337-3570: | | | | | | | 8,268.50 |
| 41-4336-2251 IMMUNIZATION | | | | | | | |
| 21520 | GARFIELD COUNTY TREASURE | | IMMUNIZATIONS | 60-2 | 15911 | 01/09/2023 | 305.00 |
| Total 41-4336-2251: | | | | | | | 305.00 |
| 41-4336-2310 VEHICLE FUEL | | | | | | | |
| 10720 | CENEX FLEET FUELING | | FUEL - WATER | 258817CL | 37895 | 02/28/2023 | 967.96 |
| Total 41-4336-2310: | | | | | | | 967.96 |
| 41-4336-2320 VEHICLE MAINTENANCE | | | | | | | |
| 36020 | NAPA AUTO PARTS | 2017 | EXPLORER FILTERS/PART | 588081, 588 | 37905 | 02/28/2023 | 123.90 |
| 41-4336-2320 | VEHICLE MAINTENANCE | | | | | | |
| 36020 | NAPA AUTO PARTS | 2019 | CHEROKEE FILTERS | 588081, 588 | 37905 | 02/28/2023 | 55.14 |
| Total 41-4336-2320: | | | | | | | 179.04 |
| 41-4336-2383 DISTRIBUTION MAINTENANCE | | | | | | | |
| 23240 | FERGUSON WATERWORKS #11 | | ROSS FIXED ENERGY DISSIPAT | 1356883 | 96178 | 02/23/2023 | 6,622.29 |
| 41-4336-2383 | DISTRIBUTION MAINTENANCE | | | | | | |
| 52920 | UNCC | | LINE LOCATES | 223020319 | 96185 | 02/28/2023 | 12.25 |
| Total 41-4336-2383: | | | | | | | 6,634.54 |
| 41-4336-2384 LAB EQUIPMENT MAINTENANCE | | | | | | | |
| 53640 | UTE WATER CONSERVANCY DI | | TOC ANALYSIS | LAB23009 | 96176 | 02/27/2023 | 80.00 |
| Total 41-4336-2384: | | | | | | | 80.00 |
| 41-4336-3311 RECRUITING EXPENSES | | | | | | | |
| 38996 | WIMBUSH & ASSOCIATES INC | | INTEGRITY TEST UTILITIES | 16281 | 15898 | 03/01/2023 | 32.00 |
| Total 41-4336-3311: | | | | | | | 32.00 |
| 41-4336-3410 UTILITIES | | | | | | | |
| 25760 | HOLY CROSS ENERGY | | RF WELL | 031423 | 15912 | 02/17/2023 | 661.60 |
| 41-4336-3410 | UTILITIES | | | | | | |
| 42645 | REDI SERVICES LLC | | NETTLE CREEK- SERVICE | 0000020046 | 96194 | 02/28/2023 | 20.00 |
| 41-4336-3410 | UTILITIES | | | | | | |
| 54500 | VERIZON WIRELESS | | CELL PHONE WATER | 9927775122 | 96180 | 02/15/2023 | 771.66 |
| Total 41-4336-3410: | | | | | | | 1,453.26 |
| 41-4336-3560 SOFTWARE SERVICES | | | | | | | |
| 10460 | CASELLE INC | | MONTHLY SOFTWARE SUPPOR | 123208 | 15910 | 03/01/2023 | 484.00 |
| Total 41-4336-3560: | | | | | | | 484.00 |
| 41-4336-3630 COMPUTER EQUIPMENT & MAINT. | | | | | | | |
| 69800 | MITCHELL AND COMPANY | | COMPUTER SUPPORT | 139148, 139 | 15900 | 03/01/2023 | 131.25 |

| Vendor | Vendor Name | GL Acct No Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------|--------------------------------|-----------------------------|-------------|-------|--------------|-----------|
| Total 41-4336-3630: | | | | | | 131.25 |
| 41-4336-3660 | BLDG MAINTENANCE EXPENSE | | | | | |
| 22450 | GLENWOOD SPRINGS CARPET | CARPET IN OFFICE & TILES IN | GS001700 | 96175 | 02/22/2023 | 3,059.38 |
| 41-4336-3660 | BLDG MAINTENANCE EXPENSE | | | | | |
| 44000 | ROARING FORK RENTALS INC | TILE STRIPPER | 292433 | 96179 | 02/28/2023 | 37.50 |
| 41-4336-3660 | BLDG MAINTENANCE EXPENSE | | | | | |
| 44000 | ROARING FORK RENTALS INC | SCRAPER BLADES | 292433-2 | 96186 | 03/01/2023 | 48.66 |
| Total 41-4336-3660: | | | | | | 3,145.54 |
| 41-4336-3687 | NETTLE CREEK ROAD/BRIDGE MAINT | | | | | |
| 37610 | ODDO ENGINEERING | ENGINEERING FOR REPAIR OF | 22638 | 96190 | 03/03/2023 | 6,850.00 |
| Total 41-4336-3687: | | | | | | 6,850.00 |
| 41-4336-3810 | TRAINING | | | | | |
| 24000 | HACH CHEMICAL COMPANY | ONLINE ANALYSIS OF PH | 13447735 | 96192 | 02/01/2023 | 187.00 |
| 41-4336-3810 | TRAINING | | | | | |
| 47400 | SIROTEK, FRED | PER DIEM CRWA CONFERENC | 040323 | 96181 | 03/14/2023 | 133.00 |
| Total 41-4336-3810: | | | | | | 320.00 |
| 41-4336-5310 | OFFICE EQUIPMENT RENTAL | | | | | |
| 92688 | XEROX FINANCIAL SERVICES | COPIER LEASE WATER | 3800580 | 96193 | 02/08/2023 | 84.37 |
| Total 41-4336-5310: | | | | | | 84.37 |
| 41-4336-9360 | LAB EQUIPMENT | | | | | |
| 4590 | ARLYN SCALES | SCALE FOR CRYSTAL WELL CH | 50821 | 96187 | 02/14/2023 | 2,319.00 |
| 41-4336-9360 | LAB EQUIPMENT | | | | | |
| 24000 | HACH CHEMICAL COMPANY | TURBIDIMETER TU5300SC | 13479809 | 96188 | 02/24/2023 | 2,838.04 |
| Total 41-4336-9360: | | | | | | 5,157.04 |
| 41-4337-9342 | METERS | | | | | |
| 15900 | DANA KEPNER COMPANY INC | UNI PRO 2 COMMUNICATION | 1576673-00 | 96198 | 03/07/2023 | 379.23 |
| 41-4337-9342 | METERS | | | | | |
| 15900 | DANA KEPNER COMPANY INC | 2" WATER METERS (5) | 1576455-00, | 96184 | 01/24/2023 | 10,199.95 |
| 41-4337-9342 | METERS | | | | | |
| 15900 | DANA KEPNER COMPANY INC | 1.5" WATER METERS & GASKET | 1576455-00, | 96184 | 01/24/2023 | 1,763.76 |
| Total 41-4337-9342: | | | | | | 12,342.94 |
| 41-4338-2310 | VEHICLE FUEL | | | | | |
| 10720 | CENEX FLEET FUELING | FUEL - DITCH | 258817CL | 37895 | 02/28/2023 | 7.72 |
| Total 41-4338-2310: | | | | | | 7.72 |
| 41-4338-2380 | DITCH MAINTENANCE | | | | | |
| 39810 | PITKIN COUNTY LANDFILL | COVER DIRT | 339741, 339 | 96196 | 03/07/2023 | 202.35 |
| 41-4338-2380 | DITCH MAINTENANCE | | | | | |
| 39810 | PITKIN COUNTY LANDFILL | COVER DIRT | 339741, 339 | 96196 | 03/07/2023 | 206.40 |
| 41-4338-2380 | DITCH MAINTENANCE | | | | | |
| 39810 | PITKIN COUNTY LANDFILL | COVER DIRT | 339741, 339 | 96196 | 03/07/2023 | 217.20 |

| Vendor | Vendor Name | GL Acct No Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------|---------------------------|---------------------------------|-------------|--------|--------------|-----------|
| 41-4338-2380 | DITCH MAINTENANCE | | | | | |
| 43450 | RIVER RESTORATION.ORG | CRYSTAL RIVER RESTORATION | 2989 | 96191 | 02/27/2023 | 9,120.36 |
| Total 41-4338-2380: | | | | | | 9,748.31 |
| 51-4335-3560 | SOFTWARE SERVICES | | | | | |
| 10460 | CASELLE INC | MONTHLY SOFTWARE SUPPOR | 123208 | 15910 | 03/01/2023 | 484.00 |
| Total 51-4335-3560: | | | | | | 484.00 |
| 51-4335-3980 | CONTRACT SERVICES | | | | | |
| 35420 | MOUNTAIN WASTE & RECYCLI | TRASH SERVICE | 031423 | 15902 | 03/01/2023 | 52,884.66 |
| Total 51-4335-3980: | | | | | | 52,884.66 |
| 71-4632-3400 | RENTAL PROPERTY EXPENSE | | | | | |
| 3900 | AMERIGAS-CARBONDALE CO | Year Tank Rental for Gateway Ho | 3147467885- | 15917 | 02/28/2023 | 146.31 |
| 71-4632-3400 | RENTAL PROPERTY EXPENSE | | | | | |
| 39016 | MAN PLUMBING & HEATING LL | REPAIR EMPLOYEE HOUSING | 190 | 15889 | 02/20/2023 | 3,928.00 |
| Total 71-4632-3400: | | | | | | 4,074.31 |
| 74-4337-7208 | SIDEWALK CONSTRUCTION | | | | | |
| 43790 | ROARING FORK ENGINEERING | 8TH ST. IMPROVEMENTS | 5668 | 37896 | 02/17/2023 | 584.50 |
| Total 74-4337-7208: | | | | | | 584.50 |
| 75-34-73 | ENTRANCE FEES | | | | | |
| 39016 | JIMENEZ, ALONDRA | MONTHLY HOUSEHOLD REFUN | 241551 | 104320 | 02/28/2023 | 62.00 |
| Total 75-34-73: | | | | | | 62.00 |
| 75-4500-2290 | GENERAL SUPPLIES | | | | | |
| 56350 | WESTERN PAPER DISTRIBUTO | REC CENTER CUSTODIAL SUP | 4542720 | 104317 | 02/27/2023 | 274.98 |
| Total 75-4500-2290: | | | | | | 274.98 |
| 75-4500-2292 | CLOTHING ALLOWANCE | | | | | |
| 26870 | INKSWELL SCREEN PRINTERS | STAFF UNIFORMS | 1815 | 104319 | 01/31/2023 | 448.80 |
| Total 75-4500-2292: | | | | | | 448.80 |
| 75-4500-3310 | ADVERTISING | | | | | |
| 35300 | MOUNTAIN PARENT MAGAZINE | REC CENTER ADVERTISING 1/2 | 1198 | 104316 | 02/27/2023 | 700.00 |
| Total 75-4500-3310: | | | | | | 700.00 |
| 75-4500-3311 | RECRUITING EXPENSES | | | | | |
| 92092 | MCC DRUG & ALCOHOL SCREE | ORUG TESTING - REC | 32958 | 15914 | 02/28/2023 | 90.00 |
| 75-4500-3311 | RECRUITING EXPENSES | | | | | |
| 38996 | WIMBUSH & ASSOCIATES INC | INTREGRITY TEST RECREATIO | 16281 | 15898 | 03/01/2023 | 32.00 |
| Total 75-4500-3311: | | | | | | 122.00 |
| 75-4500-3450 | UTILITIES | | | | | |
| 54500 | VERIZON WIRELESS | CELL PHONE CHARGES REC | 9927809626 | 67393 | 02/15/2023 | 40.70 |

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---|--------------------------|------------|----------------------------|------------|--------|--------------|------------|
| Total 75-4500-3450: | | | | | | | 40.70 |
| 75-4500-3530 EQUIP MAINTENANCE & REPAIR | | | | | | | |
| 20100 | FITNESS TECH | | FITNESS EQUIP MAINTANENCE | 36645 | 104326 | 02/22/2023 | 515.00 |
| Total 75-4500-3530: | | | | | | | 515.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 76364 | AMDUR, KELLEY | | FITNESS INSTRUCTOR INDOO | 031423 | 104310 | 03/14/2023 | 585.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 76065 | ANDERSON, JOANNE | | SILVER SNEAKERS INSTRUCT | 031423 | 104313 | 03/14/2023 | 90.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 22080 | GILLIAM, VALERIE | | CYCLING CLASS INSTRUCTOR | 031423 | 104308 | 03/14/2023 | 585.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 93994 | MAGIC SHINE LLC | | REC CLEANING INVOICE #1767 | 1767 | 104318 | 03/02/2023 | 600.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 39012 | MIRABELLA, ASHLEE | | FITNESS INSTRUCTOR YOGA | 031423 | 104312 | 03/14/2023 | 360.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 76168 | NEVILAS, JOANNE | | YOGA INSTRUCTOR | 031423 | 104307 | 03/14/2023 | 495.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 38480 | PAGE, FRANCES | | FITNESS CLASS INSTRUCTOR | 031423 | 104309 | 03/14/2023 | 360.00 |
| 75-4500-3980 CONTRACT LABOR | | | | | | | |
| 92284 | WELLS, ROKHSANA | | FITNESS INSTRUCTOR MAT PIL | 031423 | 104311 | 03/14/2023 | 450.00 |
| Total 75-4500-3980: | | | | | | | 3,525.00 |
| 75-4500-5310 OFFICE EQUIPMENT RENTAL | | | | | | | |
| 92688 | XEROX FINANCIAL SERVICES | | COPIER LEASE AND METER CH | 3802165 | 104315 | 02/08/2023 | 351.48 |
| Total 75-4500-5310: | | | | | | | 351.48 |
| 75-4500-8000 PROGRAMS | | | | | | | |
| 19325 | EVERGREEN ZEROWASTE | | BOWLS AND PLATES FOR PUZZ | 54692-2 | 104332 | 03/01/2023 | 65.50 |
| Total 75-4500-8000: | | | | | | | 65.50 |
| 75-4800-3410 UTILITIES | | | | | | | |
| 19325 | EVERGREEN ZEROWASTE | | COMPOST AT REC CENTER | 54692 | 15894 | 03/01/2023 | 32.50 |
| Total 75-4800-3410: | | | | | | | 32.50 |
| Grand Totals: | | | | | | | 324,112.47 |

2022

| Vendor | Vendor Name | GL Acct No | Description | Invoice No | PO No | Invoice Date | Amount |
|---------------------------------------|---------------------|------------|--------------------------|------------|-------|--------------|----------|
| 41-4336-2383 DISTRIBUTION MAINTENANCE | | | | | | | |
| 27240 | INTERMOUNTAIN SALES | | HYDRAULIC HANDHELD VALVE | 30196 | 96174 | 12/01/2022 | 9,615.00 |
| Total 41-4336-2383: | | | | | | | 9,615.00 |
| Grand Totals: | | | | | | | 9,615.00 |

**MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
CARBONDALE TOWN HALL
AND VIA ZOOM
FEBRUARY 21, 2023
MEETING**

Mayor Bohmfalk called the Board of Trustees Regular Meeting to order on February 21, 2023, at 6:00 p.m.

ROLL CALL:

The following members were present for roll call:

| | |
|-------------------------------|------------------|
| Mayor | Ben Bohmfalk |
| Trustees | Lani Kitching |
| | Colin Laird |
| | Luis Yllanes |
| | Chris Hassig |
| Arrived Late | Erica Sparhawk |
| | Marty Silver |
| Staff Present: | |
| Town Clerk | Cathy Derby |
| Acting Town Clerk | Jessica Markham |
| Parks and Recreation Director | Eric Brendlinger |

CARBONDALE AGE-FRIENDLY COMMUNITY INITIATIVE UPDATE

Judy Blanchard, Niki Delson, and Ron Kokish presented Carbondale Age-Friendly Community Initiative's update. CAFCI is performing a "Walk Audit," which addresses every street and intersection in town, strongly emphasizing 8th Street. They are collaborating with the Parks and Recreation Department on an instrument to evaluate town parks. They are also working on updating seating around town to be more ADA-compliant.

They are currently focusing on their comprehensive plan and the 10 most universal design features.

Ron Kokish updated the trustees about the merger with Senior Matters. Senior Matters will no longer be a forward-facing entity. Mr. Kokish stated that an age-friendly community benefits all ages, not just seniors. He pleaded for the town to go to CAFCI for help with grants for accessibility, even if it is not directly senior citizen related, for example, a playground.

Trustee Meeting Minutes
February 21, 2023

Page 2

Discussion ensued.

Mayor Bohmfalk asked if there were any specific ideas or if they had a proposal.

Judy and Ron responded that they do not have anything specific but want to open the conversation between Town and CAFCI.

Mayor Bohmfalk stated that he believes the question is in the structure of how the town and CAFCI can create an open form of communication.

Trustee Silverstein asked what is happening to Senior Matters 501(c)3 status.

Ron responded that senior matters is a corporation.

Trustee Silverstein asked if it was possible to develop a Senior Advisory Board.

The mayor stated that is the clearest path, and questioned if there was a reason not to go that route.

Trustee Sparhawk asked the members of CAFCI to create a one-pager so that town staff knows how to reach out to CAFCI for any questions.

Trustee Laird asked the members of CAFCI to provide examples of other communities that have worked with AARP in this type of relationship.

Mayor Bohmfalk stated that the next steps would be to have CAFCI create a fact sheet for town staff.

BIKE/PEDESTRIAN/TRAILS COMMISSION UPDATE

Matt Gworek, David Clair, and Rick Blauvelt Presented the Trustees with the Bike, Pedestrians, and Trails Commission update.

Matt started with a summary of the commission's 2022 highlights. Of which, the commission added 4 new members. At First Friday Bike Lights, the group gave out 50 bike lights in 20 minutes, an activity they plan to continue in 2023. The commission also spent a lot of time planning for 2023 and beyond.

In 2023 the group plans on continuing to partner with CAFCI on the walk audits. They hope to work with CAFCI on the Highway 133 Project and stated that there may be money for a pedestrian island at Cowen Street Crossing. They will continue with Bike Lights on First Fridays and look forward to working with WeCycle.

Matt added that the town needs to plan for what it wants. It needs to take control of the situation to create a future with bikes in town, laying out a vision to preserve the town's character.

Rick Blauvelt added that he knows development is scary, so the town needs to be proactive, rather than reactive.

PARKS & RECREATION COMMISSION UPDATE

In attendance for the Parks and Recreation Commission was Hollis Southerland, Ashley Hejtmanek, Leslie Keery, Susan Rhea, Drew Sorenson, John Williams, and Misha Logan.

Hollis stated that the commission is looking to change the term start date for new members. She stated that it has been a challenge with onboarding and bringing new members up to speed. The Parks and Rec Commission Resource guide was created in 2021 and contains various pieces of information on the commission. New commissioners are responsible for reviewing and orienting themselves to the materials. Hollis stated that it would be helpful to have a comprehensive orientation where all commissioners would come together for formal training led by the town.

Ashley updated the Board on 2023 significant projects. Those projects are to be:

- Park Assessment Tool
- Integrated weed management plan

Susan presented the board with how the commission would like to update certain parts of the parks including updates to signage, wayfinding, and dog park rules & proper behavior. And showed how the Girl Scouts were involved with updates to the Hendricks Park Playground.

Drew Led the discussion on Chacos Park Master Plan and the MOU with Rodeo Event. At Chacos Park landscaping and irrigation improvements will take place this spring to correct what are considered hazards. The Memorandum of Understanding with Carbondale Wild West Rodeo Association will define roles and responsibilities between the Town and the CWWRA regarding maintenance, parking, cleanup, alcohol, and security.

Misha gave a presentation on what he has learned as a youth commissioner. He stated that it has been a great opportunity to share his voice. He plans to let his friends know about the position that will open once his term is finished.

Eric gave his update on the pool project. He stated that bids for the project will be due March 7th.

The mayor asked if there will be any fundraising for the project. Hollis answered that they are looking into many ways to raise funds for the project including:

- Creating a way for people to donate tax-free
- Setting up a foundation or using the services of a community foundation
 - They are currently leaning toward Aspen Community Foundation.
- Other grant sources.

Trustee Kitching asked why they were leaning toward Aspen Community Foundation.

Hollis responded by saying that Two River Community Foundation is now being run under a Grand Junction community foundation.

Trustee Sparhawk said that she thinks going with a community foundation makes sense because the administration is already set up. Hollis let the board know that to set up a fund with Aspen Community Foundation the town would have to start with \$100,000 in the fund. Susan added that this option would eliminate the murkiness of town money vs pool money.

Trustee Laird stated that Western Colorado Community Foundation has a lower start-up fee.

The mayor asked if we start fundraising when we know how much the pool will cost. Eric responded that yes, the parks department will have to find out how much will need to be raised.

John presented the board with what is coming up on the horizon for the Commission. He stated that they will need to start thinking about a new 10-year master plan. Their current plan runs from 2015-2025. He stated that the master plan will be used to help set priorities in addition to the Park Assessment Tool.

Leslie talked to the board about the status of the Nature Park. It is one of the town's most popular parks. She stated that the focus on the park is slowly heating up and an overall plan is going to be needed sooner rather than later. The commission has heard from Dog walkers, birders, and CAFCI. The two master plans in this area are either outdated or lost the partner organization and funding. This is also the largest problem area for noxious weeds. Leslie suggests that hiring a neutral third party to engage the public and assimilate their input will be important moving forward.

INTRODUCTION OF NEW TOWN PLANNER

The new town planner Kelly Amdur was asked to speak about her past experiences and was welcomed by the board.

COLORADO ASSOCIATION OF SKI TOWNS MEMBERSHIP LIASON CALENDAR

The mayor recalled that the town is a member of the Colorado Association of Ski Towns. He stated that if any of the trustees would like to stop receiving member emails, they are welcome to unsubscribe by themselves. He also stated that Trustee Laird and himself would continue to be the main point person to the association.

ADJOURNMENT

The February 21, 2023, work session adjourned at 8:19 p.m. The next regular meeting has been scheduled on February 28, 2023, at 6:00 p.m.

APPROVED AND ACCEPTED

ATTEST

Ben Bohmfalk, Mayor

Jessica Markham, Town Clerk

**MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
CARBONDALE TOWN HALL
AND VIA ZOOM
FEBRUARY 28, 2023
MEETING**

Mayor Bohmfalk called the Board of Trustees Regular Meeting to order on February 28, 2023, at 6:00 p.m.

ROLL CALL:

The following members were present for roll call:

| | |
|----------|-------------------|
| Mayor | Ben Bohmfalk |
| Trustees | Marty Silverstein |
| | Lani Kitching |
| | Chris Hassig |
| | Colin Laird |
| | Erica Sparhawk |
| | Luis Yllanes |

Staff Present:

| | |
|-----------------------|------------------|
| Town Manager | Lauren Gister |
| Town Clerk | Cathy Derby |
| Acting Town Clerk | Jessica Markham |
| Finance Director | Christy Chicoine |
| Town Attorney | Mark Hamilton |
| Public Works Director | Kevin Schorzman |
| Police Chief | Kirk Wilson |

CONSENT AGENDA

- Accounts Payable totaling \$357,824.89
- BOT 02/14/2023 Regular Meeting Minutes
- Liquor license Renewal – Pour House
- Pour House Modification of Premises – Street Side Dining
- Resolution No. 2, Series of 2023 – Chacos Park Planning Grant

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

7 yes votes: Silverstein, Laird, Hassig, Bohmfalk, Kitching, Yllanes, and Sparhawk

Trustee Meeting Minutes

January 24, 2023

Page 2

SWEARING IN OF NEW TOWN CLERK

Outgoing Town Clerk, Cathy Derby Swore in New Town Clerk, Jessica Markham. Town Manager Lauren Gister read comments from former Mayor Stacey Bernot and former Town Manager Jay Harrington. Trustee Silverstein, Trustee Sparhawk, Former Mayor Dan Richardson, Lynn Kirchner, and Mayor Ben Bohmfalk also extended their gratitude and praise of the outgoing Town Clerk.

PERSONS PRESENT NOT ON THE AGENDA

Lynn Kirchner addressed the board about the declining state of the Post Office. She told the Trustees about past efforts of volunteers who have offered to help in the flower beds but were turned away by employees of the building. She believes the state of the post office is turning away businesses looking to move to Carbondale.

Trustee Silverstein informed her that there was nothing the Town could do about a Federal entity and encouraged her to contact Colorado Senators.

Mayor Bohmfalk agreed that contacting the Colorado Senators is a good next step.

TRUSTEE COMMENTS

Trustee Silverstein extended his condolences to the family and friends of Charles "Wick" Moses. He also stated that he attended the Tree Board Meeting, which is looking at a potential "adopt-a-garden" program and creating an inventory of trees on Main Street.

Trustee Sparhawk attended the CC4CA board meeting. That board is working on an updated policy agreement to be on their May agenda.

Trustee Kitching stated that The Mind Springs Health Foundation covering the funding gap to get the withdrawal facility built out. Initial seed funding of a \$750K grant from the State Office of Behavioral Health needs to be used by June 30th. She also stated that next Monday @ 6:PM virtual update on the Sweetwater Lake public access planning process and public feedback to help fine-tune a proposed action plan for the site. <https://cpw.info/sweetwater-lake-public-meeting> Trustee Kitching was also asked to stay on as vice-chair of Coventure as a community member.

Trustee Laird attended the Regional Housing Coalition which is submitting a grant for \$3 million.

Trustee Hassig echoed Trustee Silverstein's comments on Wick Moses. He also asked the Board if there will be a letter of support sent to Glenwood Springs in their protest of the potential Uinta Basin Railroad's plan to transport crude oil through Glenwood Canyon. The mayor asked Trustee Hassig to find or draft a letter saying such and that there is no reason to not support our neighboring community in their protest.

Trustee Meeting Minutes

January 24, 2023

Page 3

ATTORNEY'S COMMENTS

The Attorney did not have any comments.

MANAGER'S REPORT

Lauren informed the Board that Garco Emergency Communications Authority needs a board member volunteer to represent Carbondale at their annual board meeting. Trustee Hassig volunteered.

PUBLIC HEARING – New Liquor License – La Raza

Applicant: Carbondale Raza, LLC

Location: 580 W. Main St., Suite 100

La Raza owners Jordan White, Adam Malmgren, and Bradley Smith have applied for a new liquor license. The town clerk deemed the application complete, and all fees have been paid.

Jorden introduced the other owners to the Board. The Board asked if they are acquainted with Colorado's liquor laws – they are.

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

Trustee Silverstein made a motion to approve La Raza's application for a new liquor license. Trustee Yllanes seconded the motion and it passed with:

7 yes votes: Hassig, Silverstein, Yllanes, Sparhawk, Bohmfalk, Kitching, Laird

SPECIAL EVENT LIQUOR LICENSE – BLUE LAKE PRESCHOOL

Blue Lake Preschool has applied for a Special Event Liquor License for a fundraiser to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Blue Lake Preschool's Special Event Liquor License. Trustee Sparhawk seconded the motion and it passed with:

7 yes votes: Sparhawk, Bohmfalk, Kitching, Laird, Hassig, Silverstein, Yllanes

SPECIAL EVENT LIQUOR LICENSE – DUCKS UNLIMITED

Ducks Unlimited has applied for a Special Event Liquor License for a fundraiser to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Meeting Minutes

January 24, 2023

Page 4

Trustee Sparhawk made a motion to approve Ducks Unlimited's Special Event Liquor License. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Kitching, Yllanes, Bohmfalk, Laird, Sparhawk, Hassig, Silverstein

SPECIAL EVENT LIQUOR LICENSE – Crystal River Ballet

Crystal River Ballet School has applied for a Special Event Liquor License for a fundraiser to be held at the Thompson Barn at River Valley Ranch. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Jeni Ptacek, director of Crystal River Ballet School introduced herself to the board. The Board asked if she is acquainted with Carbondale's special event liquor laws – she is.

Trustee Hassig made a motion to approve Crystal River Ballet School's Special Event Liquor License. Trustee Sparhawk seconded the motion and it passed with:

7 yes votes: Kitching, Bohmfalk, Hassig, Silverstein, Sparhawk, Yllanes, Laird

SPECIAL EVENT LIQUOR LICENSE – KDNK 40th Birthday Bash

KDNK Carbondale Community Access Radio has applied for a Special Event Liquor License for a fundraiser to be held at the Third Street Center. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

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

7 yes votes: Yllanes, Laird, Silverstein, Sparhawk, Hassig, Bohmfalk, Kitching

MOUNTAIN WASTE ANNUAL UPDATE

Doug Goldsmith from Mountain Waste presented the board with its contractually required annual update. He stated that Carbondale has one of the highest landfill diversion rates at 30% this year. Efforts to prevent the overloading of trash bins are proving to be effective as there was only one overloaded bin in the previous period. He also mentioned that the Mountain Waste App will send notifications about trash day to those who sign up. It also contains a recycling "wizard" that will inform customers of what can and can't be recycled. He also stated that 27% of the trash that was collected was recyclable and 32% was compostable.

He then asked the board if they had any questions.

Trustee Sparhawk asked if there is a way to get more information to the public about recycling rates and what more can be done to recycle and compost more. The mayor

Trustee Meeting Minutes
January 24, 2023

Page 5

commented that he would like to see what Mountain Waste can do to get the word out, as it is in the contract to advertise services and create items for public information. He said that he would like to hear about those efforts in next year's update.

The mayor then asked if it is true that some plastics that we are putting in recycling bins are being placed in landfills.

The representative from Mountain Waste explained that plastics numbers 1 & 2 are recycled while numbers 3-7 are not. He stated that while 3-7 are recyclable, there are virtually zero secondary markets for those types of plastics, so they are placed in landfills or burned to create energy. He also said that if plastic pieces are smaller than a deck of cards, they will also be considered trash, as it is too small to be picked out by sorting machines.

Trustee Hassig asked if Mountain Waste has had any trouble with bears in the area. Doug stated that the company had not had any reports of bear incidents in the past year.

RVR DRY-UP COVENANT

Kevin Schorzman explained that as part of the original development of RVR, water rights associated with the Lowline Ditch were conveyed to Crystal River Limited Partnership (the original developer of RVR) by Perry Sopris Ranch Partnership Ltd. Those water rights are now owned by the town. Those rights are subject to an operating agreement whereby they are utilized by the golf course operator for golf course and residential irrigation.

The portion of RVR that was irrigated by the Lowline ditch consisted of approximately 84.3 acres on the southwest side of RVR adjacent to the Perry Ranch which retained 33.3 acres. The water rights that were conveyed to the town allow for 51 acres, which left a balance of 33.3 acres within RVR that were not transferred to the town. These reserved water rights are now owned by Iron Rose Ranch, as a successor to the Perry Ranch.

Several years ago, the Iron Rose Ranch filed a water court application to change the legal place of use of these reserved water rights from the historical 33.3 acres in RVR to an alternate location above the Lowline Ditch alignment on Iron Rose Ranch. The town participated in this water court case to ensure that RVR's water rights were not negatively impacted. The town and Crystal Outdoors were asked to execute a dry-up covenant to document, acknowledge and confirm that 33.3 acres of land that was formerly irrigated with Lowline Ditch water within RVR will not be irrigated with this water in the future.

Town Attorney Mark Hamilton stated that in essence, these rights were extra and the release of them is not detrimental to the town.

Trustee Meeting Minutes

January 24, 2023

Page 6

Trustee Kitching asked if this was going to dry up the water in the ditch and have any effect on the surrounding wildlife.

Mark confirmed that the ditch will not be dried, and there will be no changes to the current ditch.

Trustee Laird made a motion to approve the dry-up covenant and authorize the mayor to execute the same. Trustee Sparhawk seconded the motion and it passed with:

7 yes votes: Sparhawk, Hassig, Yllanes, Laird, Kitching, Silverstein, Bohmfalk

8TH STREET PROJECT PHASE 2 BID

Kevin Schorzman explained to the board that in bids for the 2nd phase of the 8th Street project were due. This phase of the project includes a new sidewalk, mid-blocks bulb-outs at Merrill and Morrison Streets, and sharrows between Main Street and Village Road.

Only one bid was received for the project. In January 2022, this phase of the project was estimated at approximately \$420,000. Based on the bids for Phase 1 and inflationary pressures at the time, staff had recommended including \$550,000 in the 2023 budget for the project. The single bid received for the project was 29% higher than the budgeted amount and 69% higher than the estimated amount.

Kevin offered several options for the board's consideration and direction:

- Award the project as bid and use reserve funding to fill the gap between the budgeted amount and the project bid.
- Rebid the project in March or April
- Delay the project for one year and rebid next year in March or April
- Develop a plan to self-perform the work using current staff.

Mayor Bohmfalk asked how the last option would work with current staff. Kevin replied that in one year the bulb-outs could be completed, one year the sidewalk, etc.

Trustee Silverstein asked if it was feasible to start with public works, then rebid the project at a later date. Kevin replied that he thinks it is worth rebidding one more time.

Trustee Sparhawk asked if there was any communication as to why they did not bid. Kevin had not heard anything. Trustee Sparhawk asked if moving it to next year and packaging it with another project would make it more appealing to other contractors.

Trustee Hassig asked if the department would be able to staff a project of this size. Kevin replied that current Streets staff would be able to do the project in smaller chunks without too many implications to their other duties around town.

Trustee Meeting Minutes
January 24, 2023

Page 7

The mayor stated that he was inclined to start the project this year with in-house staff and equipment, stating that we could lose momentum if we wait another year to get a bid.

Trustee Silverstein asked about the timeframe of the project. Kevin replied that he would estimate 4 years to complete with in-house staff.

Mayor Bohmfalk stated that he would like Public Works to provide a work plan and that he would like to see the project started this year.

CHIP SEAL CONTRACT

Kevin Schorzman presented the trustees with the contract for the 2023 Chip Seal program. He explained that the work to be done will not include a fog seal, as it is not necessary and hasn't been done since 2018. The scope of the work is similar in size to last year's Chip Seal program.

Trustee Silverstein made a motion to approve and authorize the mayor to sign the 2023 Chip Seal Program agreement with GMCO, LLC. Trustee Hassig seconded the motion and it passed with:

7 yes votes: Silverstein, Laird, Hassig, Bohmfalk, Kitching, Yllanes, Sparhawk

CRACK SEAL CONTRACT

Kevin Schorzman presented the 2023 Crack Sealing Program. The lowest bid came in from Bonneville Asphalt & Repair at \$21,000 or \$2.10 per unit. This is 35% higher than last year's low quote.

Trustee Sparhawk motioned to approve and authorized the mayor to sign the 2023 Crack Sealing Program Agreement with Bonneville Asphalt and Repair, LLC. Trustee Kitching seconded the motion and it passed with:

7 yes votes: Yllanes, Hassig, Bohmfalk, Kitching, Laird, Sparhawk, Silverstein.

MULTI-MODAL MOBILITY AND ACCESS PLAN REQUESTS FOR PROPOSALS

Kevin Schorzman presented the Multi-Modal Mobility and Access Plan (M3AP) request for proposals to the board of trustees. This draft is the culmination of three Bike Pedestrian and Trails Commission meetings.

Matt Gworek from the Bike Pedestrian and trails Commission was also in attendance to answer any questions the Board may have. He noted that the RFP is casting a wide net to gain the knowledge of the future consultant and that by its design, the RFP is open-ended.

The mayor stated that the town doesn't need another plan to make a plan. Kevin responded that the RFP specifically asks for solutions and outcomes, not another plan.

Trustee Meeting Minutes

January 24, 2023

Page 8

Trustee Laird motioned to authorize staff to advertise the M3AP RFP with any changes, additions or deletions discussed by the board. Trustee Sparhawk seconded the motion and it passed with:

7 yes votes; Sparhawk, Bohmfalk, Kitching, Laird, Hassig, Silverstein, Yllanes.

ADJOURNMENT

The February 28, 2023 regular meeting adjourned at 8:10 p.m. The next regular meeting has been scheduled for March 14, 2023, at 6:00 p.m.

APPROVED AND ACCEPTED

ATTEST

Ben Bohmfalk, Mayor

Jessica Markham, Town Clerk

DR 8442 (08/15/22)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten.

| | | | | | | |
|---|--------------------|-------------|--|--|----------------|--|
| 1. Applicant is a | | | | | License Number | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company | | | | | 03-15273 | |
| 2. Name of Licensee ALLEGRIA LLC | | | 3. Trade Name of Establishment (DBA) ALLEGRIA RESTAURANT + CATERING | | | |
| 4. Address of Premises (specify exact location of premises) 335 MAIN STREET | | | 5. Business Email Address emma.defrancisco@gmail.com | | | |
| City CARBONDALE | County GARFIELD | State CO | ZIP 81623 | Business Phone Number 970 963 7316 | | |
| SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2. | | | | | | |
| Section A – Manager Reg/Change | | | | Section C | | |
| <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE | | | | <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 | | |
| <p><i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p> | | | | <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x 2 Total Fee: \$300 | | |
| Section B – Duplicate License | | | | <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: | | |
| <input type="checkbox"/> Duplicate License \$50.00 | | | | <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: | | |
| | | | | <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00 | | |

| Do Not Write in This Space – For Department of Revenue Use Only | | |
|---|------------------------|--|
| Date License Issued | License Account Number | Period |
| 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 of Revenue may collect the payment amount directly from your bank account electronically. | | TOTAL AMOUNT DUE \$ 00 |

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

| | | | | | |
|--|--|----------------|----------------|--------------------|--------------------|
| Storage Permit | <p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p> | | | | |
| Change Trade Name or Corporate Name | <p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table> | Old Trade Name | New Trade Name | Old Corporate Name | New Corporate Name |
| Old Trade Name | New Trade Name | | | | |
| Old Corporate Name | New Corporate Name | | | | |
| Change of Location | <p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p> | | | | |

DR 8442 (08/15/22)

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or

Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: _____

City _____ County _____ ZIP _____

(b) Address of Location 2: _____

City _____ County _____ ZIP _____

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

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

(a) Describe change proposed Outside dining on the street

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

Start 5/1/2023 (mo/day/year) End 10/15/2023 (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

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

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... Yes No

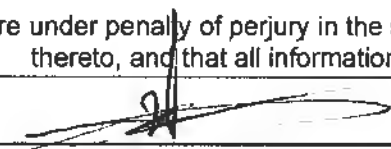
(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

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

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

DR 8442 (DB/15/22)

| | |
|--|--|
| Campus Liquor Complex Designation | <p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| Additional Related Facility | <p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |

| | | |
|---|---|---------------------------------|
| Oath of Applicant | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge | | |
| Signature  | Print name and Title Benoit de Francisco | Date 2/23/2023 |
| Report and Approval of LOCAL Licensing Authority (CITY / COUNTY) | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved. | | |
| Local Licensing Authority (City or County) | | Date filed with Local Authority |
| Signature | Title | Date |
| Report of STATE Licensing Authority | | |
| The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended. | | |
| Signature | Title | Date |

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 17 day of February, 2023 by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter "Town") and Allegria LLC [legal name of licensee], a Colorado LLC [type of entity; e.g., "a Colorado limited liability company"] (hereinafter "Licensee").

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

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

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 "Premises"): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to Allegria Restaurant, as more particularly described and depicted in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference.
2. Term. Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods: May 1 – October 15, 2023, collectively, the "Term."
3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of \$50.00, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.
4. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:
 - a. Service shall commence no earlier than 10:00 a.m. and end no later than 2:00 a.m.
 - b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.

- c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.
 - d. No chairs, tables 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.
 - e. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Premises.
 - f. No smoking will be permitted on patio facilities.
 - g. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.
 - h. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.
5. Improvements. Licensee shall have the right to install on the Premises improvements consisting of decking, fencing, tables, chairs and other necessary facilities as 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 Premises.
6. General Use and Care of Premises. Licensee shall take such actions as are necessary to maintain the Improvements and Premises in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the Term with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the Premises.
7. No Estate in 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

Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises.

8. Termination. The license granted by this Agreement may be suspended or terminated at any time for any reason. Licensee's consent shall not be required to suspend or terminate the license. To the extent practicable, the Town shall provide written notice at least 45 days in advance of the termination date.

9. 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 Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.

10. Acknowledgment of General Condition. Licensee acknowledges that its use and occupancy hereunder is of the Premises in its 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 Premises in order to make such Premises suitable for Licensee's intended uses.

11. Acknowledgment and Acceptance of Specific Matters. Licensee specifically acknowledges that the 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.

12. Liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee's expense discharge any liens or claims arising from the same.

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 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.

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 Premises to inspect, improve, maintain, alter, or utilize the 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 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 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,

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 Premises during the Term. 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 Premises, the conduct of Licensee's operations or activities on the Premises, liens or other claims made, asserted or recorded against the 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 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 Premises during the Term 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 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 liquor on the 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 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 Premises. At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, 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:

Allegria LLC
c/o Benoit de Francisco
235 Main St
Carbondale CO 81623

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 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.

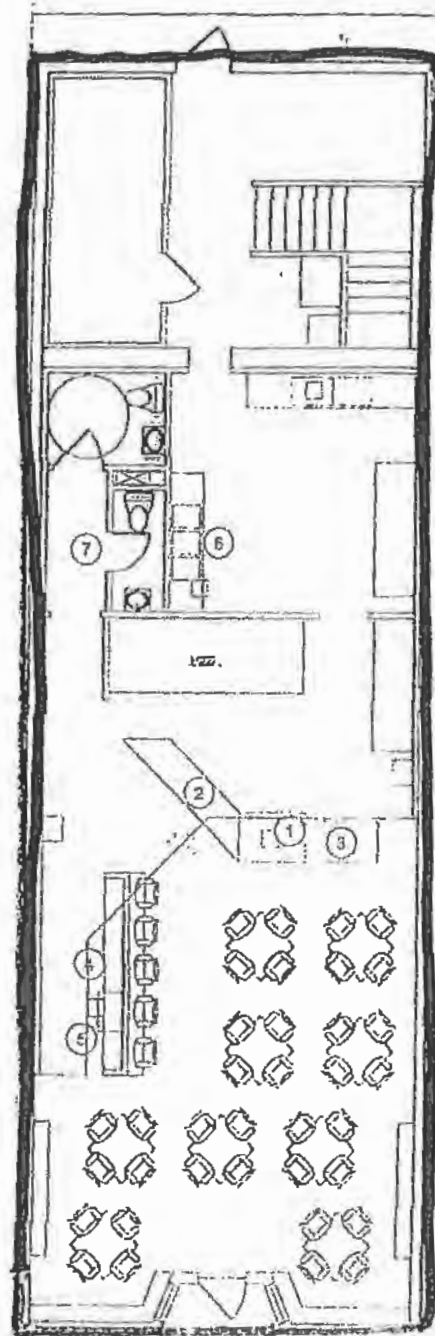
TOWN OF CARBONDALE, a Colorado home rule
municipal corporation

By: _____

**EXHIBIT A
OF
REVOCABLE LICENSE AGREEMENT**

Description and Depiction of Licensed Premises

ALLERIA 335 MILKIE GILSONDAE N.
Proposed Accessory Restaurant Deck Plans

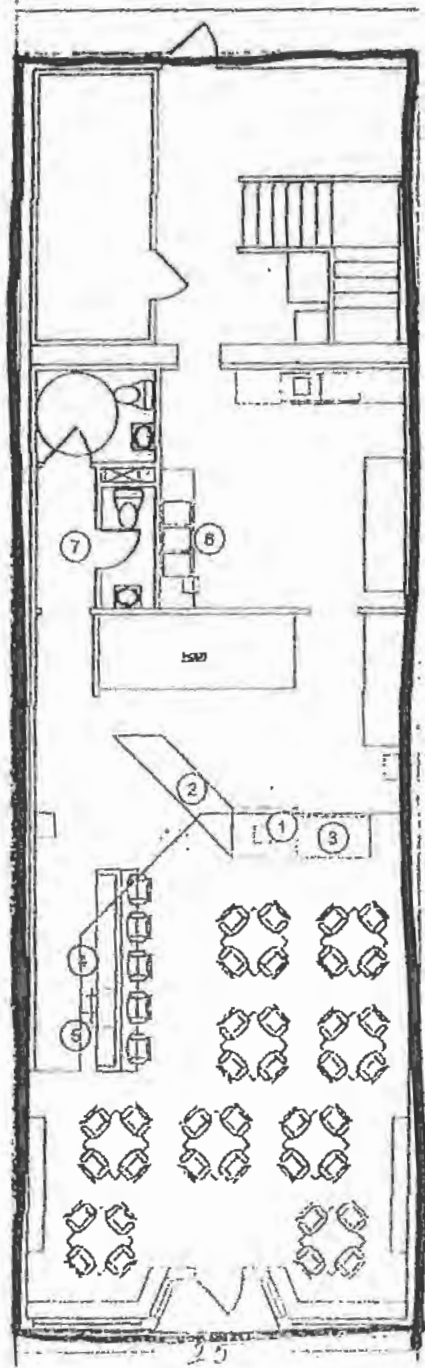


Before Modification

**EXHIBIT B
OF
REVOCABLE LICENSE AGREEMENT**

Detailed description of Patio Improvements

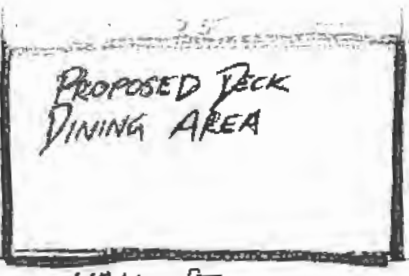
ALLEGRIA 335 MAIN CASINO PLACE CO.
PROPOSED LICENSED RESTAURANT KITCHEN



PHAT THAI

SAYERS CLOSET

With
Decking



After Modification



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT D
 DATE (MM/DD/YYYY)
 02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|---|--|--------------------------------------|
| PRODUCER Martin Insurance Group 995 Cowen Dr Unit 202 Carbondale CO 81623 | CONTACT NAME: Sabrina Papaleo-Lopez PHONE (A/C, No, Ext): (970) 963-6161 E-MAIL ADDRESS: sabrina@martininsurancegrp.com | FAX (A/C, No): (970) 963-4331 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Allegría, LLC 335 Main St Carbondale CO 81623-2030 | INSURER A: Hartford Underwriters Insurance | NAIC # 30104 |
| | INSURER B: Pinnacol Assurance | 41190 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL232234923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 34SBAAM0HF4 | 06/30/2022 | 06/30/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | |
| | | MED EXP (Any one person) \$ 5,000 | | | | |
| | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | BASEP \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ |
| | | | | | | AGGREGATE \$ |
| | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | 4231560 | 07/01/2022 | 07/01/2023 | PER STATUTE OTH-ER |
| | | | | | | E L EACH ACCIDENT \$ 1,000,000 |
| | | | | | | E L DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E L DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Town of Carbondale 511 Colorado Ave Carbondale CO 81623 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

DR 8400 (03/10/22)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

**POP'S LIQUORS
 PO BOX 1363
 Carbondale CO 81623**

| Fees Due | |
|--|-----------|
| Renewal Fee | 277.50 |
| 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 POP'S LIQUORS INC | | Doing Business As Name (DBA) POP'S LIQUORS | |
| Liquor License # 42-71349-0000 | License Type Liquor Store (city) | | |
| Sales Tax License Number 042713490000 | Expiration Date 05/27/2023 | Due Date 04/12/2023 | |
| Business Address 990 COWEN DRIVE Carbondale CO 81623 | | | Phone Number 9709631590 |
| Mailing Address PO BOX 1363 Carbondale CO 81623 | | Email [REDACTED] | |
| Operating Manager <i>Thomas Yerke</i> | Date of Birth [REDACTED] | [REDACTED] | Phone Number [REDACTED] |
| 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 <i>03/31/2025</i> | | | |
| 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. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| 3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery | | | |
| 4a. 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 | | | |
| 4b. 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 | | | |
| 5. 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 | | | |
| 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 convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

DR 8400 (03/10/22)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

| | |
|---|---------------------------|
| Type or Print Name of Applicant/Authorized Agent of Business <i>Thomas Yerke</i> | Title <i>President</i> |
| Signature <i>T. M. Yerke</i> | Date <i>02/20/2023</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 |

Tax Check Authorization, Waiver, and Request to Release Information

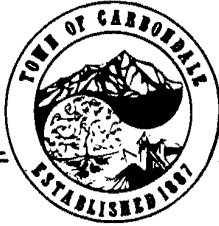
I, Thomas Yerke am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of POP'S LIQUORS INC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

| | | | |
|---|--|--|----------------------------------|
| Name (Individual/Business) <u>POP'S LIQUORS INC</u> | | Social Security Number/Tax Identification Number [REDACTED] | |
| Address <u>P.O. Box 1363</u> | | | |
| City <u>Carbondale</u> | | State <u>CO</u> | Zip <u>81623</u> |
| Home Phone Number [REDACTED] | | Business/Work Phone Number <u>970-963-1590</u> | |
| Printed name of person signing on behalf of the Applicant/Licensee <u>Thomas Yerke</u> | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Thomas W. Yerke</u> | | | Date signed <u>02/20/2023</u> |
| Privacy Act Statement | | | |
| Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note). | | | |



Town of Carbondale Police Department

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

To: Mayor Ben Bohmfalk and
Carbondale Board of Trustees

From: Kirk Wilson
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Pop's Liquors, Inc.

Date: March 7, 2023

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

Thomas William Yerke Owner/Manager

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

I recommend the approval for the liquor license renewal.



Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Medical Marijuana Facility Renewal Application

Annual Educational Fee: \$1,000.00

\$ 1,000

Renewal Application Fee \$500

\$ 500

TOTAL DUE

\$ 1,500

Applicant is renewing a:

- Store
- Cultivation
- Manufactured Infused Products (MIP)
- Lab
- Other (Please Specify)

| | | |
|--|---|-----------------------------|
| Licensee Name: (ie. Corporation Name) <u>Plus Manufacturing LLC</u> | Trade Name (DBA) <u>AKTz</u> | Sales Tax No. <u>N/A</u> |
| Street Address: <u>500 Buggy Circle UL2+3, LL3, 4, 5+6</u> | Business Phone: <u>(212) 851-6448</u> | |
| Mailing Address [REDACTED] | email address <u>Renee@pluscompanies.com</u> | |
| Operating Manager <u>Michael Marrero</u> | Home Address (Street, City, State, Zip) [REDACTED] | Phone: [REDACTED] |

- Do you have legal possession of the premises at the street address above? Yes No
Is the premises owned or rented? Owned Rented. If rented, expiration date of lease 8/1/26
- Is the establishment within 500 ft. of a school? Yes No
- Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes, explain in detail and provide documentation. Yes, see attached
- Since the date of the filing of the last annual application, has the applicant or any of its agents, owners managers been convicted of a felony? If yes, attach a detailed explanation Yes No
- Since the date of the filing of the last annual application, has the applicant hired any new employees? Yes No If yes, have they been: fingerprinted Yes No
Had a background check performed? Yes No

OATH OF APPLICANT

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

| | | |
|---|---------------------------|----------------------------------|
| Applicant Signature: <u>RENEE S GROSSMAN</u> | Date: <u>2/27/2023</u> | Title: <u>Managing Member</u> |
|---|---------------------------|----------------------------------|

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

THIS APPLICATION HAS BEEN: Approved Denied

| | | |
|-----------------------|--------|-------|
| Authorized Signature: | Title: | Date: |
| | | |
| Attest: | Title: | Date: |
| | | |



Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Retail Marijuana Facility Renewal Application

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

\$ 2,000
\$ 500
TOTAL DUE \$ 2,500

Applicant is renewing a:

- Store
- Cultivation
- Manufactured Infused Products (MIP)
- Lab
- Other (Please Specify)

| | | |
|--|---|-----------------------------|
| Licensee Name: (ie. Corporation Name) <u>Plum Manufacturing LLC</u> | Trade Name (DBA) <u>Akta</u> | Sales Tax No. <u>N/A</u> |
| Street Address: <u>500 Buggy Circle UL 215, LL 3, 4, 5, 6</u> | Business Phone: <u>(212) 851-6448</u> | |
| Mailing Address [REDACTED] | email address <u>Renee@PlumCompanies.com</u> | |
| Operating Manager <u>Michael Marro</u> | [REDACTED] | Phone: [REDACTED] |

- Do you have legal possession of the premises at the street address above? Yes No
Is the premises owned or rented Owned Rented. If rented, expiration date of lease 8/1/26
- Is the establishment within 500 ft. of a school? Yes No
- Since the date of filing of the last annual application, has there been any change in the financial interest (loans, etc.) or organizational structure (change of officers, managing members, etc.)? If yes, explain in detail and provide documentation. Yes, see attached
- Since the date of the filing of the last annual application, has the applicant or any of its agents, owners managers been convicted of a felony? If yes, attach a detailed explanation Yes No
- Since the date of the filing of the last annual application, has the applicant hired any new employees? Yes No If yes, have they been: fingerprinted Yes No
Had a background check performed? Yes No

OATH OF APPLICANT

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

| | | |
|---|---------------------------|----------------------------------|
| Applicant Signature: <u>RENEE S GROSSMAN</u> | Date: <u>2/27/2023</u> | Title: <u>Managing Member</u> |
|---|---------------------------|----------------------------------|

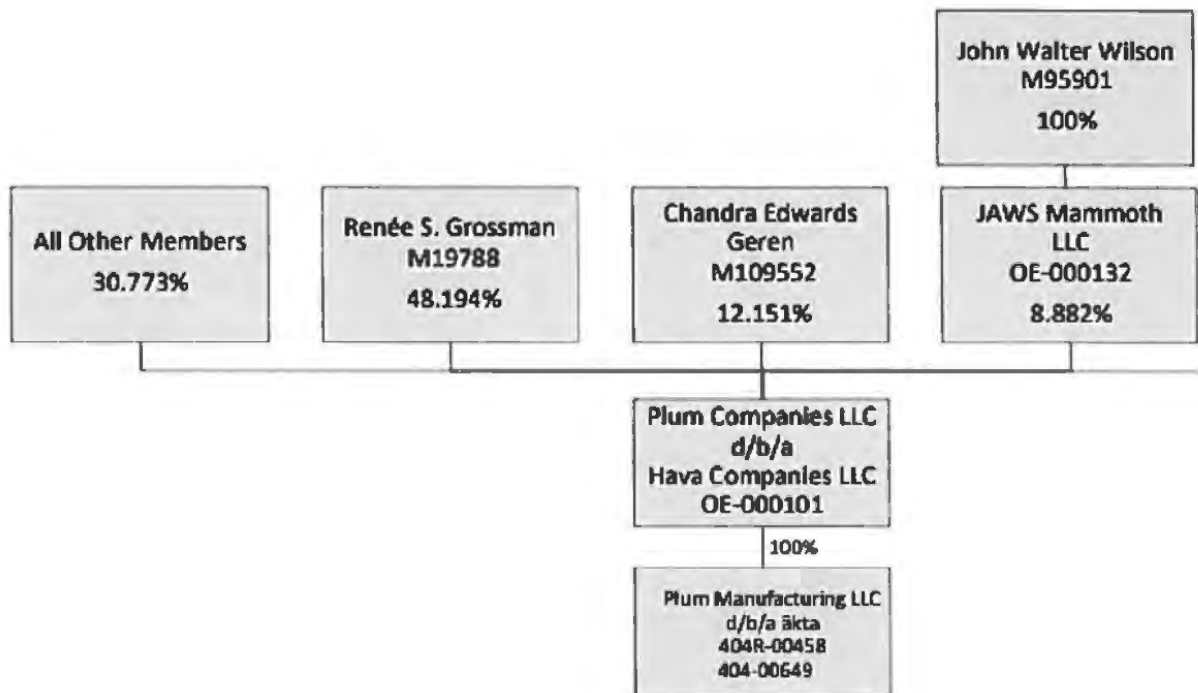
Has the local authority conducted a site visit to ensure that the premises is in compliance with Town Code Yes No

THIS APPLICATION HAS BEEN: Approved Denied

| | | |
|-----------------------|--------|-------|
| Authorized Signature: | Title: | Date: |
| | | |
| Attest | Title | Date: |
| | | |

Addendum – Change in Organizational Structure

Since the last date of filing, Plum Manufacturing’s CBOs and ownership percentages changed to the following:





TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No:

Meeting Date: March 14, 2023

TITLE: Website Renewal Agreement with Revize
SUBMITTING: Town Manager
ATTACHMENTS: Revize Web Services Sales Agreement (2023-2026)

BACKGROUND: In 2018, the Board of Trustees approved a custom design of Carbondale's website through Revize of Michigan, a leading municipal web design company. A sales agreement was executed for a five year term, which expired at the beginning of January, 2023. Included in the five-year agreement was a free redesign/site refresh at the end of the five year period.

DISCUSSION: Revize continues to be a leading web design company serving governments of all sizes in the United States. Addition of fillable forms and layout changes are simple and final results are user friendly. The recommended renewal of the web services sales agreement is for a three year period, chosen to allow for a more extensive overhaul or re-bid process for the site as we approach ten years in this format. This will also allow for continued use and updates of our current site without the need to take on another new project during this busy time for Carbondale.

RECOMMENDATION: That the Board of Trustees approve and authorize execution of the Revize Web Services Sales Agreement dated 3-7-2023 for a three year period.

Prepared By: Lauren Gister, Town Manager

A handwritten signature in black ink, appearing to be "LG", is written over the name "Lauren Gister" in the signature line.



Revize Web Services Sales Agreement

This Sales Agreement is between Carbondale, CO ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179
Date 3-7-2023

| | | |
|--------------------------------|---|-------------------------|
| CLIENT INFORMATION: | Carbondale, CO | REVIZE LLC: |
| Company Name: | Carbondale Town Hall | Revize Software Systems |
| Company Address: | 511 Colorado Ave. | 150 Kirts Blvd. |
| Company City/State/Zip: | Carbondale, CO 81623 | Troy, MI 48084 |
| Contact Name: | Lauren Gister lgister@carbondaleco.net 970-510-1207 | 248-269-9263 |
| Billing Dept. Contact: | | |
| Client Website Address: | www.carbondalegov.org | |

Website Design Refresh using your existing site map and navigation.

| <u>Quantity</u> | <u>Description</u> | <u>Set-up Price</u> | <u>Annual</u> |
|------------------|---|---------------------|---------------|
| 1 | Discovery & Design from Scratch: <ul style="list-style-type: none"> 1 mockup with up to 3 rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design | Included | - |
| 1 | Revize Template Development: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications New Calendar | Included | - |
| 3-year agreement | Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, 50GB website storage, 100GB/Month Bandwidth, SSL Certificate, pre-paid annual fee, 3-year agreement, locked in rate: | | \$3,220 |

Terms:

1. Payments: All Invoices are due upon receipt.
2. 3-year agreement, annual fee pricing locked, after year 3, Revize will offer the option of a free redesign/site refresh
3. Revize requires a check for \$3,220 to begin project
4. This agreement is the only legal document governing this sale & subject to the laws of the State of Colorado
5. Both parties must agree in writing to any changes or additions to this Sales Agreement.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Dylan Johnston

Title of Authorized Person

Account Manager

Date:

Please sign and return to:

dylan@revize.com

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Document Center with Search Bar
- Email Notify Center
- FAQs
- News Center with Facebook/Twitter Integration
- "Share This" Social Media Flyout App
- Online Web Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar - Unlimited
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

E-Mail Newsletter Feature

Custom Online Forms – 1. Trash Sign Up 2. Right of Way Excavation and Obstruction Permit

Staff Productivity Apps

- Vendor/RFP Registration & Management System via Vendor Registry
- Agenda Template
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflow Approval Process

Mobile Device and Accessibility Features

- Font Size Adjustment
- **ADA Accessibility Button**
- Alt-Tags
- Responsive Website Design (RWD)



Revize Web Services Sales Agreement

This Sales Agreement is between Town of Carbondale, Colorado ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-6000179 Date: 1-9-18

| | | |
|----------------------------|--|-------------------------|
| CLIENT INFORMATION: | | REVIZE LLC: |
| Company Name: | <u>Town of Carbondale</u> | Revize Software Systems |
| Company Address: | <u>511 Colorado Ave.</u> | 1890 Crooks, Suite 340 |
| Company Address 2: | | Troy, MI 48084 |
| Company City/State/Zip: | <u>Carbondale, CO 81623</u> | 248-269-9263 |
| Contact Name: | <u>Angle Sprang 970-510-1215</u> <u>asprang@carbondalecto.net</u> | |
| Billing Dept. Contact: | | |
| Client Website Address: | <u>www.carbondalecto.gov</u> | |

The CLIENT agrees to purchase the following products and services provided by REVIZE:

| Quantity | Description | Price |
|--------------------|---|-----------------|
| 1 | Phase 1 – Project Planning and Analysis, onetime fee: | \$750 |
| 1 | Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee: | \$1 800 |
| 1 | Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee: | \$2 900 |
| 1 | Phase 5 – Quality Assurance Testing, onetime fee: | \$800 |
| 1 | Phase 6 – Site Map Development and Content Migration up to 298 pages and 633 documents: | \$1 234 |
| 1 | Phase 7 – Content Editing/Administrator Training, one-day session, onetime fee: | \$900 |
| 1 | Phase 8 – Go Live, onetime fee: | \$300 |
| 1 | Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, 8 Users, 30 GB website storage: | \$1,800 |
| Grand Total | | \$10,684 |

Five-year agreement with free website design refresh during year five. Revize requires a check for \$7,940 to start this initiative. Remaining balance due upon website delivered for content editor training or the first year anniversary of the kick off meeting, whichever comes first. Annual services and website hosting start the day of the Kick Off project meeting.

Terms:

1. *Payments: All invoices are due upon receipt. Work begins upon receiving initial payment.*
2. *Additional content migration, if requested, is available for \$3 per web page or document.*
3. *This Sales Agreement is the only legal document governing this sale.*
4. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
5. *This Sales Agreement is subject to the laws of the State of Colorado.*
6. *Pricing expires in 30 days.*

AGREED TO BY:


Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

CLIENT


Dan Richardson
Mayor
January 9, 2018

REVIZE


Joseph J. Nagrant

Sales Director

1-16-18

Please sign and return to

Joseph J. Nagrant

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for municipalities. The applications and features are categorized into:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Document Center with Search Bar
- Email Notify Center
- FAQs
- News Center with Facebook/Twitter Integration
- "Share This" Social Media Flyout App
- Online Web Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar - Unlimited
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Vendor/RFP Registration & Management System via Vendor Registry
- Agenda Template
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Staff Directory
- Website Content Archiving
- Website Content Scheduling



Site Administration and Security Features

- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflow Approval Process

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

MEMO

National Donate Life Month is celebrated each April in order to increase awareness for organ, eye, and tissue donation, encourage new individuals to register, and honor past donors. This April marks the 20th anniversary of NDLM, and this year the Chris Klug Foundation is partnering with Colorado-based OPO (Organ Procurement Organization), Donor Alliance, to promote proclamations in local Colorado towns, recognizing April as Donate Life Month. CKF is a national nonprofit, located in Aspen, Colorado, that uses inspirational stories and educational tools to encourage individuals to register as organ, eye, and tissue donors. CKF seeks to eliminate the wait for the 100,000 children and adults on the transplant waitlist.

National Donate Life Month Proclamation 2023

Whereas April is National Donate Life Month, which raises awareness about organ, eye and tissue donation; encourages Americans to register as donors; and honors those that have saved lives through the gift of donation; and

Whereas, Colorado has the nation's highest-performing state donor registry with 67% of driver license/ID card applicants signing up to be organ and tissue donors—a decision that reflects deep commitment to one another, and confirms that there is good inside all of us; and

Whereas, One donor can save up to 8 lives through organ donation, and save and heal more than 75 lives through tissue donation; and

Whereas, There were a record 278 organ donors and 740 life-saving transplants in 2022 (which is a 19% increase in organ donors and 29% increase in life-saving transplants compared to 2021). Donor Alliance recovered tissue for transplant from 1,911 tissue donors, resulting in over 143,325 tissue grafts becoming available for those in need; and

Whereas, there are nearly 1,500 people waiting for a lifesaving organ transplant in Colorado and Wyoming. Of those waiting, nearly 1,200 are waiting for a kidney—the organ most in need—and nearly 120 are waiting for a liver; and

Whereas, The U.S. officially achieved its 1 millionth organ transplant, including more than 42,800 organ transplants performed in 2022 (another historic first for the nation); which is a testament to the lifesaving work being done daily by Donor Alliance and all organ procurement organizations across America; and

Whereas Donor Alliance's donor service area serves 6.3 million residents, and covers 184,151 square miles—this includes all of Colorado and most of Wyoming; and

Whereas, there has been a dramatic 56% decrease in deaths on the Colorado organ transplant waitlist in the past 5 years (2016-2021); and

Whereas, The Chris Klug Foundation (CKF), a national nonprofit located in Aspen, Colorado, supports the efforts of Donor Alliance by promoting organ, eye, and tissue donation through inspiration, education, and registration. During 2022, CKF inspired and educated over half a million individuals nationwide; and

Whereas April 2023 is the 20th anniversary of National Donate Life Month.

Now, therefore, I, Ben Bohmfalk, Mayor of the Town of Carbondale of the State of Colorado, do hereby proclaim the month of April 2023 as National Donate Life Month.

Jessica Markham, Town Clerk

Ben Bohmfalk, Mayor

Thunder River

| TOWN OF CARBONDALE APPLICATION FOR A SPECIAL EVENTS PERMIT | | | | | | | | | | | | | | | |
|--|--|--|----------------------|--|-----------------------------------|--|------------------------------------|---|--|------------------------------------|--|---------------------------------------|------------------------------------|--|--|
| <p>IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE A NON-PROFIT AND ONE OF THE FOLLOWING:</p> <table style="width:100%; border: none;"> <tr> <td style="border: none;"><input checked="" type="checkbox"/> SOCIAL</td> <td style="border: none;"><input type="checkbox"/> ATHLETIC</td> <td style="border: none;"><input type="checkbox"/> PHILANTHROPIC INSTITUTION</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> FRATERNAL</td> <td style="border: none;"><input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER</td> <td style="border: none;"><input type="checkbox"/> POLITICAL CANDIDATE</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> PATRIOTIC</td> <td style="border: none;"><input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY</td> <td style="border: none;"><input type="checkbox"/> MUNICIPALITY</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> POLITICAL</td> <td style="border: none;"><input type="checkbox"/> RELIGIOUS INSTITUTION</td> <td></td> </tr> </table> | | | | <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | | | | | | | | | | | | | |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | | | | | | | | | | | | | |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | | | | | | | | | | | | | |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | | | | | | | | | | | | | | |
| TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <input type="checkbox"/> MALT, VINOUS, AND SPIRITUOUS LIQOUR \$50 PER DAY <input type="checkbox"/> FEMENTED MALT BEVERAGE (3.2 BEER) \$10 PER DAY | | LIQUOR PERMIT NUMBER | | | | | | | | | | | | | |
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE | | STATE SALES TAX NUMBER (REQUIRED) | | | | | | | | | | | | | |
| 5point Film Festival | | | | | | | | | | | | | | | |
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY | | 3. ADDRESS OF SPECIAL EVENT | | | | | | | | | | | | | |
| PO Box 355 Carbondale, CO 81623 | | 67 promenade Carbondale, CO 81623 | | | | | | | | | | | | | |
| NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER | | | | | | | | | | | | |
| 4. PRES/SEC'Y OF ORG. OR POLITICAL CANDIDATE | | | | | | | | | | | | | | | |
| 5. EVENT MANAGER | | | | | | | | | | | | | | | |
| Luis Ylanes | | luis@5pointfilm.org | | | | | | | | | | | | | |
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? | | 7. IS PREMISES NOW LICENSED UNDER STATE LIQOUR OR BEER CODE? | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____ | | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TO WHOM? _____ | | | | | | | | | | | | | |
| 8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? | | | | | | | | | | | | | | | |
| <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>2</u> | | | | | | | | | | | | | | | |
| LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT | | | | | | | | | | | | | | | |
| DATE: April 22nd HOURS FROM: 10pm-11:59pm | DATE: April 23rd HOURS FROM: 12:00AM-2:00AM | DATE: April 20th HOURS FROM: 10pm-11:59pm | DATE: HOURS FROM: | | | | | | | | | | | | |
| OATH OF APPLICANT | | | | | | | | | | | | | | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my | | | | | | | | | | | | | | | |
| SIGNATURE | | TITLE Executive Director | DATE 2-23-23 | | | | | | | | | | | | |
| REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY | | | | | | | | | | | | | | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended | | | | | | | | | | | | | | | |
| THEREFORE, THIS APPLICATION IS APPROVED. | | | | | | | | | | | | | | | |
| SIGNATURE | | TITLE | DATE | | | | | | | | | | | | |
| LOCAL LICENSING AUTHORITY | | ATTEST | | | | | | | | | | | | | |





February 23, 2023

TO: Town of Carbondale Board of Trustees
FR: Thunder River Theater Company
RE: 5Point Film Festival Events at Thunder River Theater Company

We will be renting our space to the 5Point Film Festival for special events during their 2023 festival as we have in previous years. We are pleased to work with the Festival again and gladly grant our permission for them to use our space.

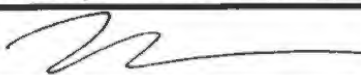
5Point Film Festival has permission to use our space for a gathering where alcohol will be served on Saturday, April 22, 2023 from 10pm-2am. We look forward to working with 5Point Film Festival staff and volunteers. This event, and the community engagement it represents, is always a highlight of our year.

Sincerely,


A handwritten signature in black ink, appearing to read 'Sean Jeffries', written in a cursive style.

Sean Jeffries
Executive Director
Thunder River Theatre Company

Rec Center

| TOWN OF CARBONDALE APPLICATION FOR A SPECIAL EVENTS PERMIT | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|--|-----------------------------------|--|--|------------------------------------|---|--|--|------------------------------------|--|---------------------------------------|--|------------------------------------|--|--|--|
| <p>IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE A NON-PROFIT AND ONE OF THE FOLLOWING:</p> <table style="width:100%; border: none;"> <tr> <td style="width: 25%; border: none;"><input checked="" type="checkbox"/> SOCIAL</td> <td style="width: 25%; border: none;"><input type="checkbox"/> ATHLETIC</td> <td style="width: 25%; border: none;"><input type="checkbox"/> PHILANTHROPIC INSTITUTION</td> <td style="width: 25%; border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> FRATERNAL</td> <td style="border: none;"><input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER</td> <td style="border: none;"><input type="checkbox"/> POLITICAL CANDIDATE</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> PATRIOTIC</td> <td style="border: none;"><input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY</td> <td style="border: none;"><input type="checkbox"/> MUNICIPALITY</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> POLITICAL</td> <td style="border: none;"><input type="checkbox"/> RELIGIOUS INSTITUTION</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table> | | | | <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | | <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | | <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | | <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | | |
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | | | | | | | | | | | | | | | | | | |
| TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <input checked="" type="checkbox"/> MALT, VINOUS, AND SPIRITUOUS LIQOUR \$50 PER DAY <input type="checkbox"/> FEMENTED MALT BEVERAGE (3.2 BEER) \$10 PER DAY | | LIQUOR PERMIT NUMBER | | | | | | | | | | | | | | | | | |
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE 5point Film Festival | | STATE SALES TAX NUMBER (REQUIRED) [REDACTED] | | | | | | | | | | | | | | | | | |
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY PO BOX 355 Carbondale, CO 81623 | | 3. ADDRESS OF SPECIAL EVENT 527 Colorado Ave Carbondale, CO 81623 | | | | | | | | | | | | | | | | | |
| NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER | | | | | | | | | | | | | | | | |
| 4. PRES/SEC'Y OF ORG. OR POLITICAL CANDIDATE | | | | | | | | | | | | | | | | | | | |
| 5. EVENT MANAGER Luis Villanes | | luis@5pointfilm.org | [REDACTED] | | | | | | | | | | | | | | | | |
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____ | | 7. IS PREMISES NOW LICENSED UNDER STATE LIQOUR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ | | | | | | | | | | | | | | | | | |
| 8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>4</u> | | | | | | | | | | | | | | | | | | | |
| LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT | | | | | | | | | | | | | | | | | | | |
| DATE: April 20, 2023 HOURS FROM: 4pm-10:30pm | DATE: April 21, 2023 HOURS FROM: 4pm-10:30pm | DATE: April 22, 2023 HOURS FROM: 10am-10:30pm | DATE: April 23, 2023 HOURS FROM: 10am-6pm | | | | | | | | | | | | | | | | |
| OATH OF APPLICANT | | | | | | | | | | | | | | | | | | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my | | | | | | | | | | | | | | | | | | | |
| SIGNATURE  | | TITLE Executive Director | DATE 1-19-23 | | | | | | | | | | | | | | | | |
| REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY | | | | | | | | | | | | | | | | | | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended | | | | | | | | | | | | | | | | | | | |
| THEREFORE, THIS APPLICATION IS APPROVED. | | | | | | | | | | | | | | | | | | | |
| SIGNATURE | | TITLE | DATE | | | | | | | | | | | | | | | | |
| LOCAL LICENSING AUTHORITY | | ATTEST | | | | | | | | | | | | | | | | | |

Steve's Guitars

| TOWN OF CARBONDALE APPLICATION FOR A SPECIAL EVENTS PERMIT | | | | | | | | | | | | | | | | | | | |
|--|--|--|--------------|--|-----------------------------------|--|--|------------------------------------|---|--|--|------------------------------------|--|---------------------------------------|--|------------------------------------|--|--|--|
| <p>IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE A NON-PROFIT AND ONE OF THE FOLLOWING:</p> <table style="width:100%; border: none;"> <tr> <td style="width: 25%; border: none;"><input checked="" type="checkbox"/> SOCIAL</td> <td style="width: 25%; border: none;"><input type="checkbox"/> ATHLETIC</td> <td style="width: 25%; border: none;"><input type="checkbox"/> PHILANTHROPIC INSTITUTION</td> <td style="width: 25%; border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> FRATERNAL</td> <td style="border: none;"><input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER</td> <td style="border: none;"><input type="checkbox"/> POLITICAL CANDIDATE</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> PATRIOTIC</td> <td style="border: none;"><input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY</td> <td style="border: none;"><input type="checkbox"/> MUNICIPALITY</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> POLITICAL</td> <td style="border: none;"><input type="checkbox"/> RELIGIOUS INSTITUTION</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table> | | | | <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | | <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | | <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | | <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | | |
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | | | | | | | | | | | | | | | | | | |
| TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <input checked="" type="checkbox"/> MALT, VINOUS, AND SPIRITUOUS LIQOUR \$50 PER DAY <input type="checkbox"/> FEMENTED MALT BEVERAGE (3.2 BEER) \$10 PER DAY | | LIQUOR PERMIT NUMBER | | | | | | | | | | | | | | | | | |
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE | | STATE SALES TAX NUMBER (REQUIRED) | | | | | | | | | | | | | | | | | |
| 5point Film Festival | | [REDACTED] | | | | | | | | | | | | | | | | | |
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY | | 3. ADDRESS OF SPECIAL EVENT | | | | | | | | | | | | | | | | | |
| PO Box 355 Carbondale, CO 81623 | | 19 N 4th St. Carbondale, CO 81623 | | | | | | | | | | | | | | | | | |
| NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER | | | | | | | | | | | | | | | | |
| 4. PRES/SEC'Y OF ORG. OR POLITICAL CANDIDATE | | | | | | | | | | | | | | | | | | | |
| 5. EVENT MANAGER | | | | | | | | | | | | | | | | | | | |
| Luis Alanes | [REDACTED] | luis@5pointfilm.org | [REDACTED] | | | | | | | | | | | | | | | | |
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? | | 7. IS PREMISES NOW LICENSED UNDER STATE LIQOUR OR BEER CODE? | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAY? _____ | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ | | | | | | | | | | | | | | | | | |
| 8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAY? _____ | | | | | | | | | | | | | | | | | | | |
| LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT | | | | | | | | | | | | | | | | | | | |
| DATE: April 21, 2023 | DATE: | DATE: | DATE: | | | | | | | | | | | | | | | | |
| HOURS FROM: 1pm-4pm | HOURS FROM: | HOURS FROM: | HOURS FROM: | | | | | | | | | | | | | | | | |
| OATH OF APPLICANT | | | | | | | | | | | | | | | | | | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge | | | | | | | | | | | | | | | | | | | |
| SIGNATURE | TITLE | DATE | | | | | | | | | | | | | | | | | |
|  | Executive Director | 2-17-23 | | | | | | | | | | | | | | | | | |
| REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY | | | | | | | | | | | | | | | | | | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended | | | | | | | | | | | | | | | | | | | |
| THEREFOR, THIS APPLICATION IS APPROVED. | | | | | | | | | | | | | | | | | | | |
| SIGNATURE | TITLE | DATE | | | | | | | | | | | | | | | | | |
| LOCAL LICENSING AUTHORITY | ATTEST | | | | | | | | | | | | | | | | | | |

February 23, 2023

TO: Town of Carbondale Board of Trustees
FR: Steve's Guitars
RE: 5Point Film Festival Events at Steve's Guitars

We will be renting our space to the 5Point Film Festival for special events during the festival as we have in previous years. We are pleased to work with the Festival again and gladly give our permission for them to use our space.

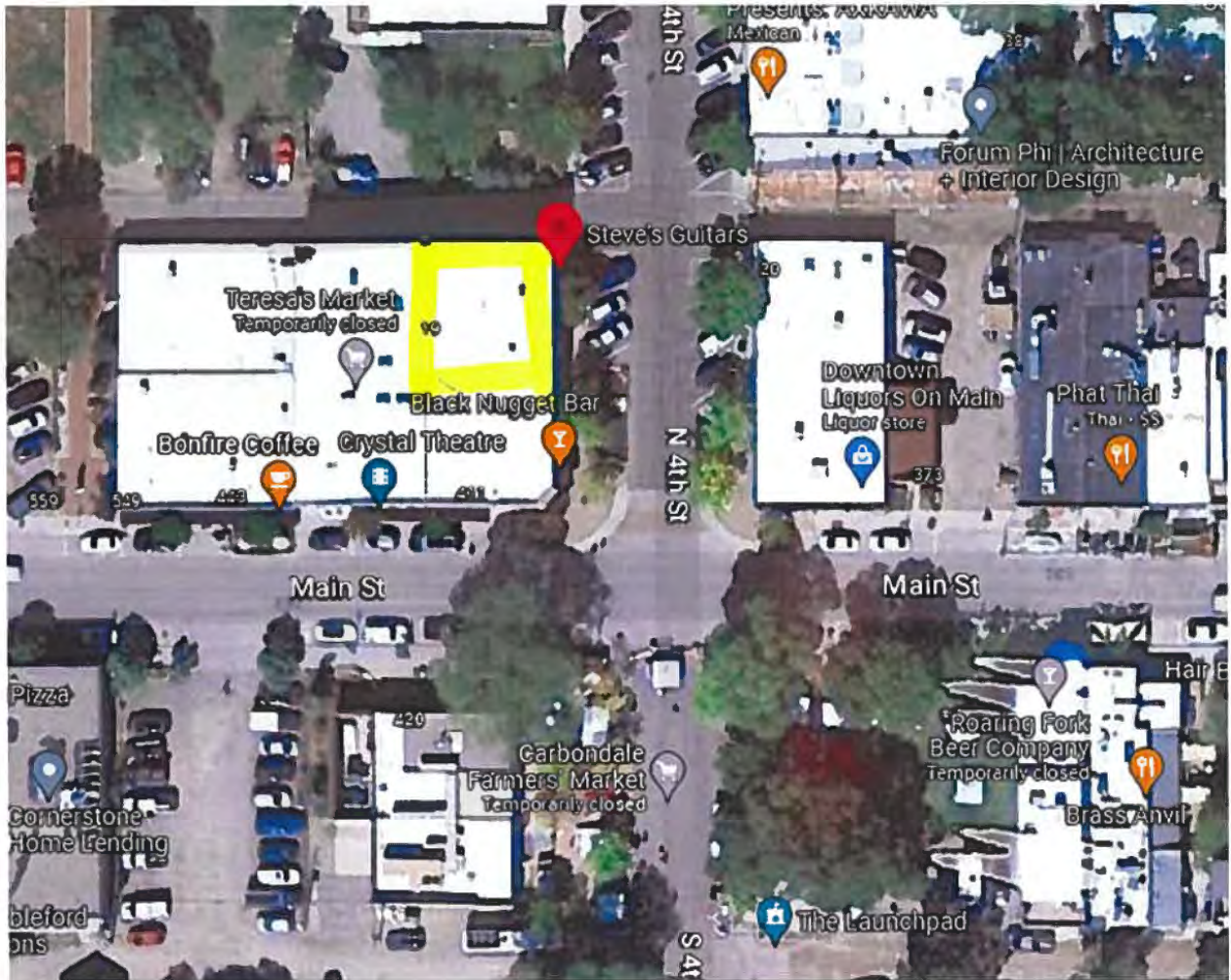
5Point Film Festival has permission to use our space for a gathering where alcohol will be served on Friday, April 21, 2023 from 1pm-4pm.

We look forward to working with 5Point Film Festival staff and volunteers. Looking forward to a return to an in-person 5Point.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Standiford". The signature is written in a cursive, flowing style.

Steve Standiford
Steve's Guitars



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

5POINT FILM FESTIVAL

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20143040524.

The status of its registration is **Good**, and this status has been in effect since 11/07/2022.

The organization's registration expires on 02/15/2024.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 02/23/2023.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 02-23-2023 13:19:52



Jena Griswold

Secretary of State of the State of Colorado

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

5 Point Film Festival

is a

Nonprofit Corporation

formed or registered on 11/19/2007 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071528714 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/23/2023 that have been posted, and by documents delivered to this office electronically through 02/24/2023 @ 14:48:11 .

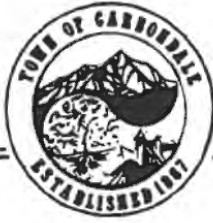
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/24/2023 @ 14:48:11 in accordance with applicable law. This certificate is assigned Confirmation Number 14729335 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Town of Carbondale Police Department

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

To: Mayor Ben Bohmfalk and
Carbondale Board of Trustees

From: Kirk Wilson
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 20—23, 2023

Date: March 6, 2023

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival on the following dates:

April 20, 2022 from 4:00 p.m. – 10:30 p.m – 567 Colorado Ave.

April 21, 2022 from 4:00 p.m. – 10:30 p.m – 567 Colorado Ave.

April 21, 2022 from 1:00 p.m. – 4:00 p.m– 19 N. 4th St. (Steve's Guitars)

April 22, 2022 from 10:00 a.m. - 10:30 p.m – 567 Colorado Ave.

April 22, 2022 from 10:00 p.m. – 11:59 p.m – 67 Promenade

April 23, 2022 from 10:00 a.m. – 6:00 p.m – 567 Colorado Ave.

April 23, 2022 from 12:00 a.m. – 2:00 a.m – 67 Promenade

Luis Yllanes Event Manager

I recommend approval of this liquor license.



February 27, 2023

CRCC Facility use agreements and street rental agreements for Carbondale Recreation Center use, town hall park space use (Thursday, Friday, Saturday & Sunday, April 20,21,22,23) to include the west side of the north parking lot closure for the:

5 Point Film Festival

April 20 & 21 4 pm to 10:30 pm

April 22 10 am -10:30 pm

April 23 10 am – 6 pm

Special Event Liquor License BOT review on Tuesday, March 14, 2023

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff's box.

If you have any pressing concerns about this event please contact me and contract can be amended to address those concerns.

Eric Brendlinger Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

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

Parks & Recreation Director EB

Town Manager [Signature]

Police Chief [Signature]

Public Works Director [Signature]

Town Finance Director [Signature]

Town Clerk [Signature]

**TOWN OF CARBONDALE
RECREATION & COMMUNITY CENTER
RENTAL AGREEMENT
(FOR PUBLIC SPECIAL EVENTS OF MORE THAN 250 PARTICIPANTS)**

This Agreement is made and entered into by and between the Town of Carbondale (TOWN), a home rule municipality of the State of Colorado and 5Point Film (RENTER) for the following function: 5Point Adventure Film Festival (EVENT) whose address and contact information is as follows:

Organization/Event Name: 5Point Adventure Film Festival
Organizer Contact Name: Luis Yllanes
Date of Birth (Event Manager): [REDACTED]
Address: 520 S. Third Street, Ste. 26A
City: Carbondale State: CO Zip Code: 81623
Phone Number: [REDACTED] E-mail: luis@5pointfilm.org

The parties do hereby agree to the following:

1. PREMISE:

The site of the 5Point Adventure Film Festival (EVENT NAME) shall take place at the Carbondale Recreation & Community Center Premises (inside & outside) referred to as "CRCC".

(RENTER) is hereby granted an exclusive right of use according to the following schedule:

| | | | |
|-----------|------------------------------|----------------------|--------------------|
| SETUP: | (Date): <u>Tuesday 4/18</u> | From <u>9 am/pm</u> | To <u>10 am/pm</u> |
| EVENT: | (Date): <u>Thursday 4/20</u> | From <u>9 am/pm</u> | To <u>11 am/pm</u> |
| EVENT: | (Date): <u>Friday 4/21</u> | From <u>9 am/pm</u> | To <u>11 am/pm</u> |
| EVENT: | (Date): <u>Saturday 4/22</u> | From <u>9 am/pm</u> | To <u>11 am/pm</u> |
| EVENT: | (Date): <u>Sunday 4/23</u> | From <u>10 am/pm</u> | To <u>6 am/pm</u> |
| TAKEDOWN: | (Date): <u>Monday 4/24</u> | From <u>am/pm</u> | To <u>am/pm</u> |

Above total use of CRCC is _____ hours.

1.1 (RENTER) anticipates that the total number of attendees:

Staff & Volunteers: 30
Guests: 750
Performers/Vendors: 12 (outside)
Total number at event: 780

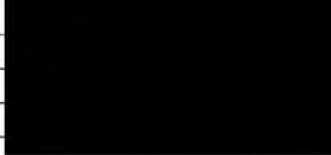
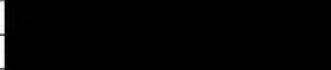
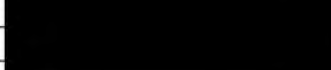

2. EVENT MANAGEMENT PLAN:

(RENTER) shall provide EVENT MANAGEMENT PLAN to Town of Carbondale Recreation Center Manager **60 days prior** to your event date.

Initial Here: LV

This Event Management Plan requires a written narrative that covers each of the topic items listed below. Please use both the corresponding Letter listed & Topic Item (bold print) as a "Heading" for your required narrative.

A) Names of EVENT ORGANIZERS & STAFF PERSONNEL assisting and their phone numbers (including cell phone #)

| | | |
|-------------------------------|-------------------------------|---|
| Name: <u>VIGYLLANES</u> | Title: <u>EXEC.DIR.</u> | Phone Number:  |
| Name: <u>ALY SANGUILY</u> | Title: <u>FESTIVAL OPS</u> | Phone Number:  |
| Name: <u>TRACY WILSON</u> | Title: <u>VOLUNT. DIR.</u> | Phone Number:  |
| Name: <u>CHARLIE TURNBALL</u> | Title: <u>DIR. OF PROGRAM</u> | Phone Number:  |
| Name: _____ | Title: _____ | Phone Number: _____ |
| Name: _____ | Title: _____ | Phone Number: _____ |

B) SET-UP PLAN (describe set-up prior to actual event)

See Run of Show which includes maps

C) SITE MAP of CRCC that shows locations where everything is taking place (see page 18)

Initial Here: L

D) EVENT SCHEDULE

SEE RUN OF SHOW

E) MAP OF LIQUOR LICENSE POINT OF SALE (with locations of entrance/exit gates, security personnel, and fencing locations (if applicable) used to secure & prevent alcohol taken off premise)

Initial Here: LV

F) CROWD MANAGEMENT PLAN (describe staff & security approach to unruly patron behavior, alcohol intoxication, illegal drug use/possession, refusal to leave if requested)

HIRING SECURITY PERSONNEL

G) ONSITE PARKING MANAGEMENT PLAN (See page 19)

ALL WILL BE STREET PARKING, PARKING LOT IS USED

FOREVEN AND BLOCCKED OFF BY BARRICADES W VOLUNTEERS MANNING BARRICADES

H) OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN (may be required -- #2.5 below)

Initial Here: LV

I) **LOADING & UNLOADING PLAN** (describe policy & procedure for getting equipment in)

Initial Here: LY

J) **CONCESSIONAIRE LOCATIONS** (describe locations & required Town sales tax submittal)

Initial Here: LY

K) **SIGNAGE PLAN** (describe signs RENTER is providing; see list below)

Initial Here: LY

L) **TRASH PLAN** (see below #3)

Initial Here: LY

M) **SANITATION TOILET PLAN** (additional portable toilets may be required - see below #4)

Initial Here: LY

2.1. (RENTER) shall be responsible for maintaining an emergency access to CRCC, to the satisfaction of TOWN and/or the Carbondale & Rural Fire Protection District.

Initial Here: LY

2.2 (RENTER) understands that vehicles are not allowed on grass or xeriscape areas within CRCC PREMISE, and only within designated parking areas. Loading and unloading plan required.

Initial Here: LY

SOME FOOD VENDORS MAY HAVE FOOD TRUCKS BEHIND TOWN HALL.

2.3 (RENTER) shall coordinate with Recreation Center Manager and/or Police Chief that adequate security is provided on CRCC PREMISE before, during and after event.

Initial Here: LY

2.4 (RENTER) shall be responsible for paying for all property, equipment, and facility damage (whether inside or outside) to CRCC as a result of hosting this special event. If damage deposit funds held by TOWN are insufficient to cover damage, (RENTER) shall be required to pay any additional repair costs plus 15% once notified by TOWN to do so by a certain time or date.

Initial Here: LY

2.5 (RENTER) may be required to provide for the management of pedestrians, bicycles, and vehicular traffic at all EVENT activity locations, including the CRCC, its north parking lot, Colorado Avenue, 4th Street and 6th Street. If required, an OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN shall be delivered to the Recreation Center Manager within 45 days of event. CRCC Manager will coordinate and get approval for this plan by the Public Works Department and Police Department.

Initial Here: LY

3. TRASH PLAN:

(RENTER) shall provide for the pick-up and removal of all trash and recyclable materials, both on and off the EVENT site, which results from hosting the EVENT (use of town dumpster(s) on site is strictly prohibited).

Initial Here: LY

3.1 It is the responsibility of (RENTER) to collect refuse from CRCC at the close of the EVENT. (RENTER) may comply by (1) hiring a trash contractor who provides appropriate container(s); (2) provides Town approved containers at its expense; or (3) provides a refuse removal plan that prevents the accumulation of refuse.

Initial Here: LY

3.2 (RENTER) shall provide a plan or their contract for removal of trash and recyclable materials so that it occurs DAY OF CRCC Premises, and no later than 24 hours post event.

Initial Here: LY

4. PORTABLE RESTROOM PLAN:

4.1 Additional outside portable restrooms may be required at CRCC for EVENT. (RENTER) may be required to contract with a Sanitation Provider to install portable toilets at CRCC depending on number of expected attendees. All portable restrooms shall be removed from CRCC premises no later than 48 hours post event.

Initial Here: LJ

4.2 (RENTER) is responsible for keeping clean and stocking toilet paper within portable toilets from beginning to end of EVENT.

Initial Here: LJ

4.3 (RENTER) shall provide their staff to ensure CRCC inside bathrooms are kept clean, sanitary, and picked up during EVENT. Notify Community Center staff if toilet paper/cleaning products is needed.

Initial Here: LJ

5. CRCC RENTAL USER FEE & CLEANUP/DAMAGE DEPOSIT FEE:

5.1 (RENTER) shall submit payment in the form of a check, cash, or credit card (Mastercard, Visa, Discover) payable to: CRCC, for the CRCC RENTAL AGREEMENT USER FEE.

Initial Here: LJ

5.2 A separate transaction with check, cash or credit card payable to: TOWN OF CARBONDALE for the CRCC CLEANUP/DAMAGE DEPOSIT FEE.

Initial Here: LJ

5.3 These fees must be paid in full to Recreation Center Manager no later than 60 days prior to the event.

Initial Here: LJ

All or a portion of the cleanup/damage deposit fee may be utilized by the TOWN for the purpose of payment of unforeseen costs necessary to insure and protect public safety during the EVENT, and to ensure the terms and conditions of this RENTAL AGREEMENT are fulfilled including cleaning fees after the event. The deposit shall not limit (RENTER) from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. If no damage is present, the damage deposit will be returned within 30 days after completion of (RENTER) use of the CRCC. The TOWN has the right to deduct from the damage deposit for losses sustained or amounts owed by the (RENTER) pursuant to this Agreement which may take longer than 30 days. An itemized list of deductions will be provided. (RENTER) understands that should illegal presence and/or consumption of alcoholic beverages or controlled substances occur on CRCC premises during the event by (RENTER) or guests, the full amount of the Damage Deposit may be forfeited to TOWN for violation of state and local liquor laws and the function may be terminated at the time of infraction.

Initial Here: LJ

6. LICENSES, PERMITS, AND FEES:

(RENTER) shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial Here: LJ

7. TOWN OF CARBONDALE SPECIAL EVENT MALT LIQUOR PERMIT REQUIREMENTS:**(For Non-profits only)**(RENTER) shall submit to Carbondale Town Clerk, Cathy Derby, the following required listed within **60 days of event**.

- (a) Town of Carbondale Special Event Liquor License Application (provided by Town Clerk or available on the Town of Carbondale Website, www.carbondalegov.org under the forms banner) accompanied by a \$50.00 per day fee (check payable to: Town of Carbondale)
- (b) Copy of Colorado Secretary of State Certificate stating (RENTER) is a non-profit corporation in good standing within the last two years (if applicable).
- (c) Letter stating: Set-up plans for serving alcohol (AND) Policy plans for serving alcohol (TIPS training, ID carding, wrist bands, etc.)
- (d) Written permission from CRCC manager for use of the premises.
- (e) Location diagram map (8 1/2" x 11") of CRCC area to be licensed reflecting alcohol serving area, alcohol consumption control area with fencing, ropes, barriers, ingress & egress, location of ID checkers and security personnel. Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.

Initial Here: cy **8. INDEMNIFICATION:**

(RENTER) agrees to indemnify Town of Carbondale, the Carbondale Recreation & Community Center, its officers, agents, and employees, and to hold them harmless as to any claim, liability, or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the EVENT.

Initial Here: cy **9. INSURANCE**(RENTER) shall obtain general liability insurance coverage in an amount and form acceptable to the (TOWN), naming the TOWN OF CARBONDALE as an additional insured and insuring TOWN OF CARBONDALE and its officers, agents and employees against any and all liability and damages which may arise out of or directly or indirectly result from the conduct of the EVENT. The **minimum** limits and requirements of the coverage shall include:

- *\$1,000,000 per occurrence primary coverage, and \$2,000,000 annual aggregate
- *Host and general liquor liability insurance in the same amounts listed above
- *\$1,000,000 personal and advertising injury coverage; and
- *\$50,000 fire damage.

Certificates of insurance shall be provided to CARBONDALE Town Clerk and a copy to the Recreation Center Manager by **60 days prior to event**.**Initial Here:** cy **10. CANCELLATION OF EVENT:**

The EVENT may be canceled by the Town of Carbondale Town Manager, the Recreation Department Director, the Recreation Center Manager, or his/her designee, if the terms of this Agreement are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event. In the event of such cancellation, TOWN shall remit to (RENTER) all damage deposits minus any expenditures incurred by CRCC. Neither party shall be liable to the other for any lost profits, lost revenues, or consequential damages in the event of such cancellation. The renter will forfeit 100% of reservation deposit, which is 50% of the facility rental fee if they fail to cancel rental within one week (7 days) of the event. If the rental is cancelled 7 days or more in advance the renter will lose 10% of their reservation deposit as a booking fee due to our inability up until that time to rent the space and potential lost revenue.

Initial Here: cy **11. RELEASE OF LIABILITY:**

TOWN or CRCC assumes no responsibility whatsoever, for any non-municipal property used within CRCC PREMISES, and TOWN is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of (RENTER), its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy of CRCC PREMISES under this Agreement.

Initial Here: cy

12. AUTHORITY TO CONTRACT:

TOWN and (RENTER) represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of TOWN and (RENTER) enforceable against the respective parties in accordance with the terms hereof.

Initial Here: LY

13. ATTORNEY'S FEES:

In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due thereunder, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees and costs incurred in connection therewith, including the reasonable value of salaried attorney's time.

Initial Here: LY

14. FIRST AMENDMENT ACTIVITY:

The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks.

If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group's First Amendment rights, except if determined, in the Town's sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial Here: LY

I further acknowledge and accept that there are presently additional health risks associated with my participation in this program during the COVID-19 pandemic, and hereby agree to comply with all Town of Carbondale regulations, policies and rules related to the COVID-19 pandemic for so long as the ongoing local COVID-19 health emergency exists as declared by the Town of Carbondale Board of Trustees. With full awareness and appreciation of the risks involved, I also hereby forever release, waive, discharge, and covenant not to sue, the Town of Carbondale, its Parks & Recreation department, officers, employees and agents, with regard to any and all liability, claims, demands, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, I may sustain related to COVID-19 due to my participation in this program, regardless of any negligence by the Town or its officers, employees and/or agents.

Initial Here: LY

RECREATION CENTER MANAGER REVIEW AND COMMENTS:

No Volunteer use of office space or behind desk

RECOMMENDATION: _____ APPROVAL: DENIAL: _____

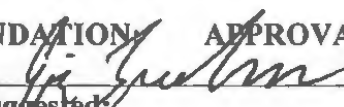
Signature: 

Conditions Suggested: _____

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:

only 750 seats should be located in the gymnasium due to loss of square footage from AV + screen space.

RECOMMENDATION: _____ APPROVAL: DENIAL: _____

Signature: 

Conditions Suggested: _____

POLICE CHIEF REVIEW AND COMMENTS:

RECOMMENDATION: _____ APPROVAL: DENIAL: _____

Signature: 

Conditions Suggested: _____

TOWN MANAGER REVIEW AND COMMENTS:

RECOMMENDATION: _____ APPROVAL: DENIAL: _____

Signature: 

Conditions Suggested: _____

TOWN OF CARBONDALE:

(EVENT NAME): 5 part Film ATTACHMENT J

[Signature] Date: 7-23
Town Manager

[Signature] Date: 2/15/23
Event Organizer Signature
Authorized To Sign Agreement

Las Villas Date: 3/7/2023
Event Organizer name printed

EVENT REQUIREMENTS APPROVED:

LIQUOR LICENSING APPROVAL:

[Signature] Date: 2/27/2023
Parks & Recreation Director

[Signature] Date: 3/7/23
Town Clerk

[Signature] Date: 3/08/2023
CRCC Manager

[Signature] Date: 3/7/2023
Police Chief

Security

An adequate number of properly trained and qualified security guards, that work for a bonded & insured company, whose main business purpose is to conduct event security, shall be provided, at RENTER cost, by RENTER, if deemed necessary by TOWN staff. Security is required for all events when alcohol is served. Non-profit sponsored public events that have processed a Special Event Liquor License, may have this requirement waived, if they can provide an adequate number of trained volunteers and a comprehensive event management plan that mitigates staff concerns for public safety, event monitoring and the following of applicable federal and state laws.

General Guidelines:

- a. RENTER is required to provide security for special events at the CRCC.
- b. Until the security personnel arrive, alcohol at the event will not be allowed to be served.
- c. Security is required to arrive fifteen (15) minutes prior to the beginning of the event. Based on the number of people and type of event, one (1) to five (5) officers are required to remain continuously for the duration of the event and until the premises have been completely vacated and locked.
- d. Security personnel shall:
 - 1. Monitor to ensure that no under-age alcohol consumption or illegal drug use occurs.
 - 2. Monitor for fighting or other inappropriate behavior.
 - 3. Monitor event to ensure that no alcohol is brought in and no alcohol leaves the CRCC premises.
 - 4. Monitor the number of persons admitted based on the Agreement.
 - 5. Monitor rental space and all associated public areas.
 - 6. Monitor event attendees to ensure that they remain in appropriate areas and not in off-limits areas in or around the facility.
 - 7. Monitor parking lot area hourly.
 - 8. Other appropriate duties related to security and event monitoring as requested by person-in-charge of event and / or Event Coordinator.

Events without Alcohol Security Ratios (# of Participants: Security Personnel)

0-149 participants: 0-1 security personnel _____ # required
 150-250 participants: 1-2 security personnel _____ # required
 250-600 participants: 3-5 security personnel 3 # required

3

Events with Alcohol Security Ratios (# of Participants: Security Personnel)

0-149 participants: 0-2 security personnel _____ # required
 150-250 participants: 2-3 security personnel _____ # required
 250-600 participants: 4-5 security personnel 4 # required

4

For Non- Profit Special Events with liquor licenses:

Event management plan satisfies security requirement.

 Yes No (If not, event must comply by hiring a security company and providing a signed copy of security contract, with # of security guards & hours.)

Contract Due Date 60 days prior to event: _____ **Date received:** _____

I have read the above Agreement and will comply with it during my use of the CRCC Premises.

Renter Signature: [Signature] Name Printed: LUIS GUNER Date: 2/15/23

Non-Profit / Youth / Senior / Government Rates:

*Red = rental rates for functions serving alcohol.

| Amenity | Per Hour | Day Rate (6+ hours) | Deposit | Room Rental Fee | Damage Deposit |
|--------------------------|---|------------------------|------------------------|-----------------|----------------|
| Full Gymnasium | \$100 / \$139 | \$497 / \$695 | \$300 / \$600 | | |
| Kitchen | \$39 / \$54 | \$193 / \$270 | \$100 / \$200 | | |
| Multi-Purpose Room | \$34 / \$46 | \$166 / \$232 | \$100 / \$200 | | |
| Lobby & Patio | \$25 / \$36 | \$127 / \$177 | \$100 / \$200 | | |
| Entire Facility (closed) | \$216 / \$303 | \$1081 / \$1511 | \$1000 / \$2000 | | |
| After Hours & Gym Buff | \$24/hr./staff x <u>3</u> #of staff x <u>3</u> hrs. = | | | \$72 | \$2000 |
| Security | \$22/hr./officer x <u>4</u> #of guards x <u>24</u> hrs. = | | | \$2368 | |

Additional Notes:

Change See Adendum → Thursday, Fri, Sat = 4 Security 4:30 outside 6-10:30pm (6hrs x 3 = 18hrs)
 Sunday 10:00-1:30 No alcohol 2-3:30 provide inside 3:30-4:30 Ice cream social - 6 hrs

General/Business Use

*Red = rental rates for functions serving alcohol.

| Amenity | Per Hour | Day Rate (6+ hours) | Deposit | Room Rental Fee | Damage Deposit |
|--------------------------|--|------------------------|------------------------|-----------------|----------------|
| Full Gymnasium | \$127 / \$167 | \$634 / \$882 | \$300 / \$600 | | |
| Kitchen | \$51 / \$69 | \$254 / \$353 | \$100 / \$200 | | |
| Multi-Purpose Room | \$39 / \$54 | \$193 / \$270 | \$100 / \$200 | | |
| Lobby & Patio | \$26 / \$36 | \$127 / \$177 | \$100 / \$200 | | |
| Entire Facility (closed) | \$266 / \$373 | \$1328 / \$1864 | \$1000 / \$2000 | | |
| After Hours & Gym Buff | \$24/hr./staff x _____ #of staff x _____ hrs. = | | | | |
| Security | \$22/hr./officer x _____ #of guards x _____ hrs. = | | | | |

Additional Notes:

Equipment & Amenities

Chairs (250 included w/rental) \$2 each additional
 Curtain (4 sections) 20' tall x 10' wide \$35 per section
 (Staff time = 2 staff x 2hrs x \$24/hr.) \$96/setup & \$96/takedown
 Stage (4 ft x 8ft sections= 12 sections) \$20 section
 (Staff time = 2 staff x 2hrs x \$24/hr.) \$96/setup & \$96/takedown

Equipment Rental Fee

 N/A
 N/A

Subtotal Room Rental: 7204.00
 Subtotal Equipment Rental: _____
 Additional Staff/After hours: _____ = \$2440.00
 Total Facility Fees: \$9,644
 50% of facility charge: \$4,822
 Balance Due: \$4,822

Reservation Deposit

Paid: _____
 Paid: 2/24
 Paid: _____

Refundable Damage deposit Amount

Chk# _____ Cash: _____ CC:

\$3,000.00 Paid: 2/24

5Point Rec Center Use - Security Plan

In order to provide the best possible security scenario with a combination of paid and volunteer security 5Point Film will employ the following security posts/shifts during our Flagship Festival from April 20-23, 2023.

Film program hours - Rec Center

Thursday, Friday & Saturday 6:30-10:30pm (Film program run time is from 7-10pm)

700 persons, estimated

3 Paid security - 4 hours each day (36 total) $\times \$32 \text{ per hr} = \$1,152$

2 Volunteer positions

Saturday 12:30-3:30pm (Film program run time is from 1-3pm)

400 persons, estimate

2 Paid security - 3 hours (6 total) $\times \$32 \text{ per hr} = \192

2 Volunteer positions

Sunday 10am-4pm (Film program run time is from 10:30am-1pm and 2-3:30pm)

500 persons, estimate

2 Paid security - 6 hours (12 total) $\times \$32 \text{ per hr} = \384

2 Volunteer positions

Music Stage Hours - estimated outdoor attendance is 500

Thursday, Friday and Saturday 4:00-7:0pm (Music program run time is from 4:30-6pm)

2 Paid security - 3 hours per day (18 total) $\times \$32 \text{ per hr} = \576

3 Volunteer positions (we can add 2 more volunteer positions if necessary)

Family Ice Cream social - estimated attendance 500

Sunday 3:30-5pm

We would just add one extra hour to the Sunday shift $1 \times 2 \times 2 \times \$32 \text{ per hr} = \$64$

(2 hours) ~~$\times \$32 \text{ per hr}$~~

Total paid security hours: 74 hours

Security total = \$ 2,368

Occupancy Loads and Fee Structures

CRCC facilities to be used. **Maximum capacity for entire building cannot exceed 1,483. Fire exits must remain completely clear and all exit signs must always be visible throughout the duration of the event.*

Gymnasium Net Floor Area: 6,300 Sq. Ft.

Occupant Load (concentrated, chairs only not fixed): 900 *750 per*

Occupant Load (standing space): 1,260

Occupant Load (unconcentrated, tables & chairs): 420

Activity Multi-Purpose Room Net Floor Area: 315 Sq. Ft.

Occupant Load (concentrated, chairs only not fixed): 45

Occupant Load (standing space): 63

Occupant Load (unconcentrated, tables & chairs): 21

Lobby Net Floor Area: 798 Sq. Ft.

Occupant Load (standing space): 160



Renter's Responsibilities During Facility Rentals

Please read and initial all responsibilities of the Renter before, during, and after your party, if you have any questions about these policies, please ask a manager so we can explain these policies better. If policies are broken it will result in a loss of your security deposit in the amount that it takes to remedy the situation.

- Tables and chairs will be left in the lobby or gym. It is the renter's responsibility to set up all tables and chairs in the renter's designated spots. **Initials:** LY
- After event is over tables must be wiped down with disinfectant and stored back in the Multi-Purpose Room. Staff will be available to show where these tables should be stored. **Initials:** LY
- All chairs must be stacked back on the chair carts, 22 chairs high, and stored at Town Hall in the storage area. CRCC staff can show you exact location for storage. Any chairs that appear dirty must be wiped down. **Initials:** LY
- It is the renter's responsibility to cover the surface of the floor with carpet tiles. Carpet tiles should be placed under all rented tables and chairs, sound equipment or anything that may have heavy use and potential wear and tear on the floor must be covered with tiles. **Initials:** LY
- Carpet tiles should be cleaned off at the end of the event and placed in the Northwest corner of the basketball gymnasium. **Initials:** LY
- It is the Renter's responsibility to dispose off-site of all garbage accumulated at their event. Garbage left outside or inside the facility will result in loss of part of your security deposit. **Initials:** LY
- CRCC staff are **NOT** responsible to clean the facility during or after the rental. Their duties are to supervise the renter's cleanup and assist with any questions the renters or guests may have. CRCC are responsible for setting up and taking down the stage and curtains. **Initials:** LY
- All spaces rented must be cleaned up properly, please see below:
 - Kitchen:** The kitchen countertops should be wiped down with disinfectant spray. Any appliances used such as the refrigerator, stove, dishwasher, and microwave should be cleaned to its original state. Everything brought into the kitchen should be moved out by the end of your rental period. The floor should be swept and mopped. Please do not remove any CRCC equipment including utensils. **Initials:** LY
 - Gym:** Everything must be out of the gym by the end of your rental agreement which includes tables and chairs, sound and lighting equipment, carpet tiles, garbage cans, decorations, and etc. The gym floor should be swept including under the bleachers, and any large spills should be hand mopped by the renter. CRCC staff will be responsible to buff out the floor the following day with our scrubber. Any damage to the floor will be noted on your rental agreement and taken out of your security deposit. If gym is not properly cleaned up by the end of the night you will be charged additional fees for staff time to clean up any messes. **Initials:** LY
 - Bathrooms:** It is the renter's responsibility to clean the bathrooms at the end of the night. All bathrooms must be swept and mopped if needed. Any toilets or sinks that are dirty must be cleaned. If trash is overflowing one must remove the trash and put in new trash liners. CRCC staff will be available to assist in changing out toilet paper. **Initials:** LY
 - Lobby:** The lobby must be swept and mopped at the end of the night. It is the Renter's responsibility to wipe down all lobby furniture. Trash cans should be emptied, and trash disposed off site. **Initials:** LY
 - Outside Patio:** The patio must be swept. Tables wiped down. All garbage disposed of. **Initials:** LY
 - Activity Room/Multipurpose Room:** It is the Renter's responsibility to have everything out of the activity room by the end of the rental agreement. Floor should be vacuumed. Tables and chairs used in this room should be put away. The small bathroom inside this room should be cleaned properly. All trash must be discarded off site. **Initials:** LY

By signing the line below I fully understand my duties and responsibilities as a renter and understand that by not following CRCC's policies it will result in loss of my security deposit.

(Renter's signature):

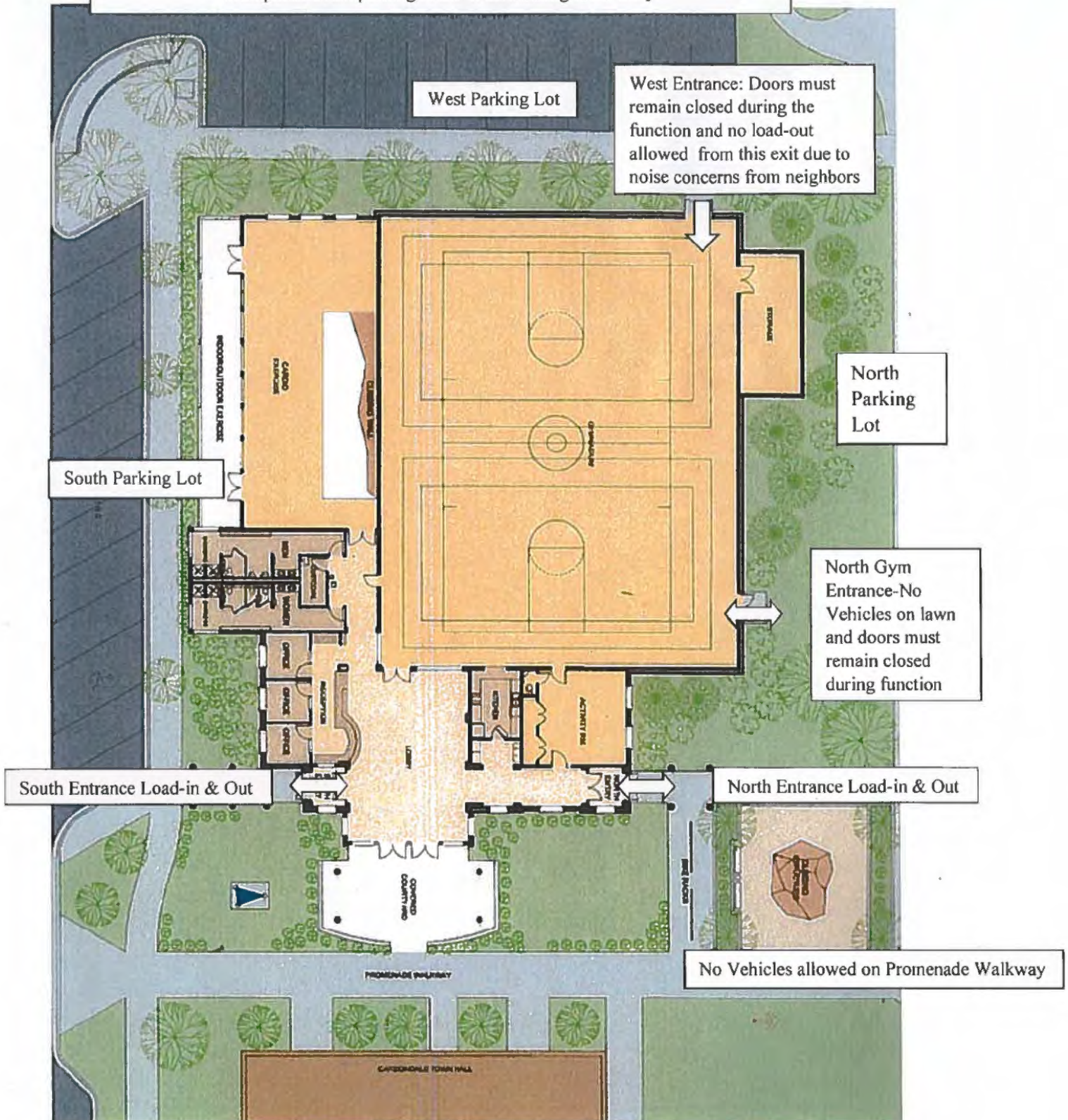


(Renter's printed name):

Luis Yllanes

CRCC Load-in & Load-out Specifications and Rules

NO special event parking in the West Parking lot or alley.



Load-in can take place from North, South or West Entrance to facility. Load-out can only take place from North & South entrances or North gym door. No load-out is allowed late at night out of the West gym entrance due to the proximity of residential neighborhoods. All gym doors must remain closed when amplified music or live music is present. Carpet tiles must be used on the gym floor for load-in and load-out of heavy equipment. No vehicles are allowed on the promenade walkway or on any of the grass surrounding the building. No Parking in the West Parking Lot. Parking is available in the North Parking Lot, the South Parking Lot and in the overflow lot to the East of Town Hall.



5Point Film Festival
Portable Toilet Service

Deliver 4/19/2023

5 x standard portable toilets
1 x ADA Accessible unit
1 x hand-wash stand

Service all on 4/21/2023

Remove 4/24/2023

Donated cost: \$1,500

| | | | | | |
|---------|--|--|---|---|---|
| 8:00am | | | | Spoken Action / Hot Yoga 8:00-9:00am | |
| 8:30am | | | Spoken Action / Hot Yoga 8:00-9:00am | Spoken Action / SPTX 9:00-10:00am | |
| 9:00am | | | | | |
| 9:30am | | | Spoken Networking Branch (10:00-11:00am) VIP TEXT | 2nd Panel / Spoken Podcast 11:00-12:00pm Nancy May's VIP TEXT | COMMUNISM TO SOCIALISM REC CENTER |
| 10:00am | | | | | |
| 10:30am | | | | | |
| 11:00am | | | | | |
| 11:30am | | | | | |
| 12:00pm | | | | | |
| 12:30pm | | | | | |
| 1:00pm | | | | | |
| 1:30pm | | | | | |
| 2:00pm | | | | | |
| 2:30pm | | | | | |
| 3:00pm | | | | | |
| 3:30pm | | | | | |
| 4:00pm | | | | | |
| 4:30pm | | | | | |
| 5:00pm | | | | | |
| 5:30pm | | | | | |
| 6:00pm | | | | | |
| 6:30pm | | | | | |
| 7:00pm | | | | | |
| 7:30pm | | | | | |
| 8:00pm | | | | | |
| 8:30pm | | | | | |
| 9:00pm | | | | | |
| 9:30pm | | | | | |
| 10:00pm | | | | | |
| 10:30pm | | | | | |
| 11:00pm | | | | | |
| 11:30pm | | | | | |
| 12:00am | | | | | |

FOOD & DRINK
SERVED
7:00pm
Thursday-Friday
12:00pm Saturday
12:00pm Weekly



pd 16
2/24/03 \$200 street rental
\$500 deposit.
ATTACHMENT J

TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT/
SPECIAL EVENT MANAGEMENT PLAN

Completing this *Park (or) Street Rental Use Agreement and Special Event Management Plan* is required for large special events that will impact the Carbondale community. The purpose is to assist the Event Organizer in planning their special event so that it meets the requirements established by the Town of Carbondale. This Rental Use Agreement & Special Event Management Plan should be submitted 45- 60 days prior to the event. After review by town staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY:

1. **Name of Event:** 5Point Film Festival
2. **Primary Event Organizer Name:** Luis Yllanes
 - a. **Cell Phone:** 786-493-1173
 - b. **Email:** luis@5pointfilm.org
 - c. **Address:** 690 S 2nd Street, Carbondale, CO 81623
3. **Secondary Event Organizer Name:** Aly Sanguily
 - a. **Cell Phone:** 970-946-9338
 - b. **Email:** aly@5pointfilm.org
4. **Event Location:** CRCC Parking Lot (north side)
5. **Event Date(s):** Thursday, April 20-Sunday April 23rd
6. **Event Time(s):**
7. **Event Set-up Time(s):**
8. **Event Break-Down Time(s):**

Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. **Approximate number of people expected to attend event:** 500-800
2. **Approximate Event Personnel Numbers:** 3-5
 - a) **Event Staff Leaders/Committee Organizers in charge:** 3-5
 - b) **Event Volunteers:** 5-10
 - c) **Event Contractors:**
 - d) **Event Security Personnel:** _____
 - e) **Event Vendors:** 2
3. **Event training for personnel?** (Y) (N)
Describe? _____
4. **Fee charged to participants?** (Y) (N) **If yes, how much?** _____
5. **Amplified music at event?** (Y) (N)
If yes, times music is played (including sound checks) _____

Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:

Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).

1. Boundaries

- Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area y
- If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures y
- Locate fencing, barriers/barricades, points of ingress/egress, emergency access ly

2. Site Improvements

- Location of stage, tents, canopies, booths, bleachers, other temporary structures ly
- Location of generators, electricity sources, speakers, soundboards, lighting ly
- Location area for trailers, trucks, or other event vehicles ly
- Identify start & finish area (if a race) y

3. Security, Medical and Safety

- Show security check points y
- Show placement of traffic control personnel y
- Locate first aid station, ambulance access point ly
- Locate portable night lighting y

4. Transportation and Parking

- Identify all parking areas (on/off site) ly
- Locate any drop-off/pick-up areas ly
- Locate area of park where vehicles, food trucks, or other cars will be in park ly

5. Sanitation and Solid Waste

- Locate/identify restrooms/portable toilets and hand wash stations ly
- Locate trash and recycle containers and dumpsters ly

6. Alcohol, Food Service, Vending Booth Areas

- Locate bar/beer garden area, with location of security fencing and entry/exit gates ly
- Location of food service vendor booths ly
- Location of merchandise vendor booths; information and/or demonstration booths ly

7. Smoking Area

- Public special events on town parks/streets are non-smoking, unless area is designated y

8. Businesses and Neighbors

- Communication is needed to neighboring houses and/or businesses regarding your event. Some events may affect local businesses or impact traffic/noise to neighbors. Please make contact to anyone in the immediate vicinity of your event y

SECTION 4 – SECURITY PLAN:

Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

Security is required for events larger than 500 attendees. If alcohol is to be served, event organizer shall provide (1) licensed security officer per (250) people in attendance. If alcohol is not to be served, event organizer shall provide (1) licensed security officer per (350) people in attendance.

1. Have you hired a professional security company to manage event security?

(Y) (N)

If Yes, please provide the following information: Pending

- Name of Security Company: _____
- Person in charge at event: _____
- His/Her Cell Phone contact at event: _____
- His/Her Cell Phone Text email address at event: _____
- Number of security personnel assigned to event: _____
- Event times they will be in place: _____
- Describe duties & functions: _____

Emergency Operations Plan must be submitted to the Carbondale Police Department 45-days prior to the event. Emergency operations plan shall include evacuation plan and mass casualty incident plan. (Most security companies provide this as part of their contract)

2. Will Town of Carbondale Police Dept. enforcement services be requested? (Y) (N)

If Yes, please provide the following information:

List purposes (enforcement, traffic, parking control, event walk-thru):

List # of officers & times when needed: _____

Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:

Please describe your medical and emergency services plan.

1. Will emergency medical services be summoned through 911? (Y) (N)

If Yes, please provide the following information:

Name & cell phone of on-site staff designated as medical point of contact:

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? (Y) (N)

If Yes, please provide the following information:

Name & cell phone of service provider or EMT: _____

Aid Station location & hours: _____

3. Have you notified the National Weather Service, Grand Junction Office 970-243-7007, of your event dates?

(Y) (N)

Please provide the following information:

Name & cell phone of the person receiving emergency notification: _____

Luis yllanes

SECTION 6 – TRANSPORTATION & ROAD CLOSURE TRAFFIC MANAGEMENT CONTROL PLAN:

Required of events involving a road closure. Main Street closure requests require 4-6 months notification to obtain approval. Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.

- Road and/or traffic lane closure request: (Y) (N) *parking lot closure*
- Location of barricades and/or traffic cones: _____
- Proposed traffic flow map around road closure: _____
- Location of informational signage within road closure area: _____
- Location of safety lighting bar (if needed) within road closure area: _____
- Running or Bike Race route description (with start & finish line) if applicable: _____
- Parade route description (with start & finish) if applicable: _____

With this information the Public Works Director will determine a "traffic control plan" and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town's discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted "No Parking" by the Town, the cost is \$5.00 per side of block.

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

Town of Carbondale Parks & Recreation Department has a gross weight limit and additional rules on food trucks and other vehicles allowed into Town parks for special events. For large special events, that have permission to bring vehicles into the park, we will require that there is a plan to protect the turf with techniques that will include the following stipulations: .
Must initial each requirement or write N/A (Not Applicable).

- No vehicle access into the park if the natural weather has saturated the turf. y
- If necessary (i.e.-food truck locations), the entry/exit would be protected with sheets of plywood and plywood would be placed under truck wheels where they are parking for the duration of the event. y
- Gross vehicle weight cannot exceed 10,000 lbs. This is a light duty commercial truck class 1 & 2 only. y
- Turf damage will be repaired using the damage deposit collected from the event organizer. y

SECTION 7 – REFUSE/TRASH PLAN:

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

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

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

- Name of Service Provider: MOUNTAIN WASTE & EVERGREEN ZERO WASTE
- Contact Person: ALYSSA REINDL
- Mailing Address: _____
- Cell Phone: 970-987-3140 Email: alyssa@evergreenzerowaste.com

SECTION 8 - PORTABLE RESTROOM PLAN:

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

Duration of Event and number of Portable Toilets needed

Number

1 hr 2 hr 3 hr 4hr 5 hr 6 hr 7 hr 8 hr

- Will event provide alternative beverages to alcohol? If so, what?
soda, water
- Will food be available at all times? If so, what? ^{yes}
local vendor food trucks Thurs-Sunday
- Is there a designated smoking area? If so, describe the location and show it on your site plan: 4
NO
- How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home?
limit our ~~beer~~ serving / notify PD / work w/ security

SECTION 14 – FEES AND DEPOSITS**PARK (OR) STREET RENTAL USER FEE:**

- \$100.00 User Fee per each day of use between 100 – 300 participants
 \$200.00 User Fee per each day of use with over 300 participants

Paid Date _____

Paid Date 2/24/2023 *U***PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:**

- \$200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants Paid Date _____
 \$500.00 Cleanup/Damage Deposit Fee for events with over 300 participants Paid Date 2/24/2023 *U*

These amounts may be increased if it is deemed necessary for a particular event or activity.

Event Organizer shall submit **two (2) checks payable to: TOWN OF CARBONDALE**

One check designated for Rental User Fee of the Park/Street, and the other check designated for Park/Street Cleanup/Damage Deposit Fee. These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Event Organizer from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial here: U

SECTION 15 – LICENSES, PERMITS, AND FEES

Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: U

SECTION 16 – INDEMNIFICATION:

*Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event. **Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.***

Initial here: U

SECTION 17 – CANCELLATION OF EVENT:

Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here: U

SECTION 10 – FOOD PLAN & PERMIT:

These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

- Please list food vendors at your event, name of vendor and product (s) served:

Gaijin Ramen, Windy city eatz, Herbs & Grubs

- Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables, spices, teas, dehydrated produce, nuts, seeds, honey, jams, jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product (s) served:

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:

If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is \$15.00 for a temporary one-day license; \$25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept. no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.

SECTION 12 – LIABILITY INSURANCE:

Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: "Town of Carbondale, its officers, employees, & agents"). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

- \$1,000,000 each occurrence; \$2,000,000 aggregate: u
- Host and general liquor liability insurance required in the same amounts listed above: u

SECTION 13 – EVENT DEBRIEFING:

An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 18 – RELEASE OF LIABILITY:

The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement. I further acknowledge and accept that there are presently additional health risks associated with my participation in this program during the COVID-19 pandemic, and hereby agree to comply with all Town of Carbondale regulations, policies and rules related to the COVID-19 pandemic for so long as the ongoing local COVID-19 health emergency exists as declared by the Town of Carbondale Board of Trustees. With full awareness and appreciation of the risks involved, I also hereby forever release, waive, discharge, and covenant not to sue, the Town of Carbondale, its Parks & Recreation department, officers, employees and agents, with regard to any and all liability, claims, demands, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, I may sustain related to COVID-19 due to my participation in this program, regardless of any negligence by the Town or its officers, employees and/or agents.

Initial here: ly

SECTION 19 – AUTHORITY TO CONTRACT:

The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

Initial here: ly

SECTION 20 – ATTORNEY'S FEES:

In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees and costs incurred in connection therewith, including the reasonable value of salaried attorney's time.

Initial here: ly

SECTION 21 – FIRST AMENDMENT ACTIVITY:

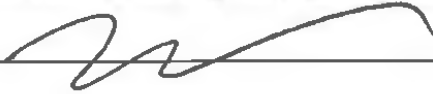
The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks.

If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group's First Amendment rights, except if determined, in the Town's sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: ly

I further acknowledge and accept that there are presently additional health risks associated with my participation in this program during the COVID-19 pandemic, and hereby agree to comply with all Town of Carbondale regulations, policies and rules related to the COVID-19 pandemic for so long as the ongoing local COVID-19 health emergency exists as declared by the Town of Carbondale Board of Trustees. With full awareness and appreciation of the risks involved, I also hereby forever release, waive, discharge, and covenant not to sue, the Town of Carbondale, its Parks & Recreation department, officers, employees and agents, with regard to any and all liability, claims, demands, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, I may sustain related to COVID-19 due to my participation in this program, regardless of any negligence by the Town or its officers, employees and/or agents.

Event Organizer Name (Please print): LUIS YLLANES

Signature: 

Date: 2/23/23

SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION

(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Liquor perimeter for this outside event must be secure and entry + exit points controlled by trained volunteers or security guards.

Approval: Approval Pending: _____ (see above) Denial: _____

Signature: [Signature] Date: 2/27/2023

PUBLIC WORKS DIRECTOR:

Approval: Approval Pending: _____ (see above) Denial: _____

Signature: [Signature] Date: 3-7-23

CHIEF OF POLICE:

PLEASE FORWARD SECURITY COMPANY INFO UPON AVAILABILITY. LOG FORWARD TO THE TOWN

Approval: Approval Pending: _____ (see above) Denial: _____

Signature: [Signature] Date: 3/7/2023

TOWN CLERK: (Liquor Licensing Approval)

Pending Board Approval at 3/14/23 meeting

Approval: _____ Approval Pending: (see above) Denial: _____

Signature: [Signature] Date: 3/7/23

TOWN MANAGER:

Approval: Approval Pending: _____ (see above) Denial: _____

Signature: [Signature] Date: 3-7-23



TOWN OF CARBONDALE MOBILE STAGE USE RENTAL AGREEMENT

Completing this *Mobile Stage Use Agreement* is required for all Renters. The purpose is to assist the Renter with the Mobile Stage reservation so that it meets the rules and regulations established by the Town of Carbondale. This Mobile Stage Use Agreement should be submitted 45- 60 days prior to the event as an addendum to the required *Park (or) Street Rental Use Agreement and Special Event Management Plan* which is required for large special events that will impact the Carbondale community. After review by Town Staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with Town Staff is needed.

This agreement covers the rental of The Town of Carbondale Mobile Stage between the Town of Carbondale and 5Point Film as the Renter.

SECTION 1: RENTER INFORMATION

Name of organization/renter: 5point Film Festival
 Contact Person: Luis Yllanes Phone: () [REDACTED]
 Address: [REDACTED]
 City/State: Carbondale, CO Zip: 81623
 Email: luis@5pointfilm.org

On site contact (Person who will meet for stage delivery): Luis Yllanes
 Contact Phone: () [REDACTED]

Location of event: Behind Carbondale Rec center (parking lot)
 Location for stage (include map): Back Westside of Parking lot.

Date of event: Thursday April 20 - Sun April 23rd Time of event: 4:30 pm to 6 pm
 Setup date of stage: Wednesday April 19th Time of setup for stage: Any time.
 Takedown date: Sunday or Monday April 23/24th
 Time of takedown: Anytime.
 Size of group that will be on stage: 3-8 musicians.
 Intended Use of Mobile Stage: provide live music during 5point music festival

SECTION 2: STAGE SPECIFICATIONS

Stage Floor space : 16' X 20'
 Stage height from ground: 3'2"
 Front of Stage roof height from ground: 17'2"
 Rear of Stage roof height from ground: 13'3"
 Front of stage roof to stage floor distance: 10' 9"

Stage material: Non-slip plywood, aluminum guardrails, aluminum stairway

Accessories: Skirts, back upstage windwall, sound wings, rubber pads for bottom of stage, guardrails, access stairs

Maximum stage load is a uniformly distributed load of 150 lbs. sq. ft. (732kg/m2)

Roof Rigging Load Management: The SL75 mobile stage is designed with rigging points. The positioning and the load capacity of these points have been established to allow the highest number of light and sound layouts. A presentation of all rigging points, their maximum capacity as well as the load combinations permitted will be available upon request. A rigging plan will be required for light and sound and will need to be approved using the Stageline rigging points and capacity documents. Under no circumstances can loads other than those shown on this document be added.

This stage does not include: chairs, tables, sound system, lighting system, power source and access, power cords

Stage set up and take down, all hydraulics for set up and take down and leveling, access to breaker boxes, and all other stage mechanicals and controls will be operated only by the Town of Carbondale staff.

SECTION 3: ELECTRICAL SYSTEM

The stage does not have its own power source. The Renter must provide power if needed.

To utilize the full power of the electrical outlets the stage has a 220-volt cable that may be plugged into an appropriate 220-volt outlet. If no 220-volt outlet is available the Stage has a 110-volt conversion cord; however, there will be a loss in the amount of available power (approximately 20 amps available) from the stage outlets. It is the renter's responsibility to provide access to the appropriate electrical voltage (220 for full power or 110 for reduced power) necessary for the use of the Stage electrical outlets (sound, lights, etc.)

Electrical/Power Plan:

pull from Rec. Center ~~to~~ -out back.

Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.

Initial Here: W

SECTION 4: SITE REQUIREMENTS

Prior to approval of the Stage rental, the Director of Parks & Recreation or his representative must approve all event sites. Due to the size of the unit and vehicle that pulls it, the following are required:

- The unit must be positioned so that it may be placed and hauled away with a minimum amount of reversing.
- When the stage is open and extended to its fullest, it will fill an area approximately 20' wide, 50' long, and 20' high
- A minimum clearance of 10' must be available behind the stage.
- A minimum overhead clearance of 20' is required to open the stage
- A minimum clearance of 10' is required at each end of the unit to open the end doors.

Any damage to the site where the stage is used will be the responsibility of the Renter.

Initial Here: W

SECTION 5: WEATHER RELATED POLICIES

- The stage with a standard installation with all corner posts secured can withstand a gust of 77 MPH with the backdrop wind wall in place. Without the backdrop wind wall in place the unit can withstand a gust of 115 MPH. If the wind is predicted and has the possibility of exceeding 40 MPH it is important to take emergency measures listed below. The Stage windwall will not be installed in winds over 25 mph.
 1. The public and all personnel present must evacuate the area around the stage and remain at least 100ft (30 m) away.
 2. When possible, all sound and lighting equipment should be lowered and secured
 3. The bottom side of the windwall should be detached
 4. The roof structure should be lowered to reduce the exposed surface only if strong winds have not yet begun. Pin and secure downstage corner posts in the second hole. The stage is more vulnerable during lowering and raising operations
 5. If the storm intensifies and the stage starts to move or partially raise, opening should be slashed in the windwall. It is better to sacrifice a windwall than to risk damage to the equipment or injury to its personnel or the public.
- Town of Carbondale has the authority to cancel the activity and close the Stage during inclement weather conditions.

In event of weather that poses a likely risk of damage to the Stage (rain, wind, snow, or lightning), the Stage will be closed by Town of Carbondale until they determine that conditions are safe for Stage opening. Renter is required to call Town of Carbondale to close Stage when the above conditions warrant closure.

Initial Here: _____

SECTION 6: GENERAL USE RULES

- No alterations may be made to the stage. NO ADHESIVES, NAILS, SCREWS, SIGNS, BANNERS, CURTAINS, FLAGS, ETC. ARE TO BE ATTACHED TO THE INTERIOR OR EXTERIOR OF THE STAGE. NO ADHESIVES OF ANY KIND MAY BE APPLIED TO THE STAGE FLOOR. THIS INCLUDES DUCT TAPE, GAFFERS, OR MASKING TAPE. ANY GROUP, ORGANIZATION, OR INDIVIDUAL SO DOING WILL ASSUME FINANCIAL RESPONSIBILITY FOR DAMAGE, INCLUDING REPLACEMENT COST OF UNIT.
- Equipment must be carried or rolled, not slid, across Stage floor. Risers and other heavy equipment must be placed on protective approved cushioning provided by the renter.
- The use of any kind of tobacco products, alcoholic beverages or other intoxicating substances is not permitted on the Stage or extensions.
- No food or gum permitted on the Stage or extensions.

The renter is responsible for the clean up of the Stage at the end of the rental period and prior to stage removal by Town of Carbondale. Clean up is to include sweeping the Stage floor, mopping and removing all spills with water and mild cleaning detergent only, and removal of all decorations, trash, etc. Renter is responsible for providing cleaning materials. Any cleaning performed by The Town of Carbondale staff, attributed to the rental, will be charged to the renter at the overtime rate and will be deducted from the damage deposit.

The Town of Carbondale reserves the right to refuse rental of the stage for any event deemed a potential hazard to the stage or its operations, or for any event deemed not in the best interest of The Town of Carbondale or the general public.

Initial Here: _____

SECTION 7: DELIVERY AND SET UP

Town of Carbondale must approve the physical site and access prior to setting up the Stage.

Locations where stage may not be used: non-level surface, non-solid surface, (i.e.-mud or snow or ice that could melt) close proximity to power lines or other objective hazards (i.e.- large standing dead trees)

- The Stage will be delivered and set up on the day of its use and removed at the end of the rental period by Town of Carbondale staff only.
- The renter must be present at the site at the time the unit is scheduled to arrive to assist with orientation of the Stage, accept delivery of rented accessories, and inspect the stage with Town of Carbondale staff for cleanliness and existing damage when the stage is taken down by Town staff.
- Stage delivery and pick up take approximately 1 hour each. Setup of the Stage requires 2 workers 45-60 minutes after the unit has been positioned.
- Once placed and setup, the Stage will remain in place for the duration of the event unless weather becomes a factor at which time renter will notify Town of Carbondale to remove or secure the stage. Renter will be held liable and assume all risk from the time of delivery and setup until pickup by Town of Carbondale.
- Renter agrees to turn over the Stage in the same condition as on delivery. A checklist will be used upon delivery to assess any previous damage with renter and then again upon pick up to assess any new damage or clean-up issues.
- The Renter shall have a representative present at the site when the unit is scheduled to arrive. This representative is to oversee placement of the unity and to accept delivery. The same is needed when the stage is being put away by Town staff during the scheduled pick up time.

The stage may be delivered and/or set up in advance of its use, as agreed upon by the renter, but such delivery and/or set up requires that the renting party furnish security for the unit. AT NO TIME SHALL THE STAGE BE LEFT UNSECURED.

If rental requires the Stage to be on location outdoors overnight, Stage must be closed by Town of Carbondale personnel only. The Stage will be re-opened the following day by Town of Carbondale and call back fees will be charged. When the Stage is closed and not in use overnight the renter must provide Town approved security personnel on site and equipped with a cell phone or some other means of communication to notify police if needed. If Town is not satisfied with the renter's proposed security the Town may choose to provide security with a sworn officer, a contract security person or a Town staff member, at the expense of the renter.

Security Plan:

place metal barricade on stage / steps.

At all times when the stage is in use, all Town ordinances regarding noise, traffic, parades, etc., shall be strictly obeyed by stage staff and the renting organization. The stage staff has the power to stop the program if for any reason there is potential danger to the equipment or to the staff, e.g. winds exceeding 40 mph, unruly behavior of the crowd or the performers, etc.

Initial Here: uy

SECTION 8: FEES AND DEPOSITS

Mobile Stage Cleanup/Damage Deposit Fee: \$1,000

Paid Date: have \$2,000 deposit
w/ Rec Center Payment

These amounts may be increased if it is deemed necessary for a particular event or activity.

Renter shall submit **payment by cash, or credit card or check payable to: TOWN OF CARBONDALE** and will set up a time to pay with a credit card over the phone or in person at Town Hall

These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Renter from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial Here: W

SECTION 9: LICENSES, PERMITS, AND FEES

Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies. Rental of the stage for use on Town property must also include a Park (or) Street Rental Use Agreement and Special Event Management Plan that details the event, with this stage use agreement being an addendum to that permit.

Initial here: W

SECTION 10: INDEMNIFICATION:

Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.

Initial here: W

SECTION 11: CANCELLATION OF EVENT:

Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Renter all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here: W

SECTION 12: RELEASE OF LIABILITY:

The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event/Stage Rental, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Renter, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

In renting the Stage and accessories, the Town of Carbondale assumes no responsibility:

- For loss of, or damage to, any property placed on the premises by the renter
- For the loss or damage to any property or personal effects, including motor vehicles and their contents, of the renter, agents, employees participants, guests or attendees.
- For any physical injuries sustained by any individual, or group of individuals, during the duration of the rental period.
- For malfunction of any electrical or mechanical equipment provided for the renter (such as sound system, lights, generator, etc.) and the applicant waives any claim thereof.

The renting party shall indemnify, save and hold harmless the Town of Carbondale and its officers, agents and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the renting party or his or her agents or employees, in the rental of the Stage.

Initial here: Y

SECTION 13: AUTHORITY TO CONTRACT:

The Town of Carbondale and Renter represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Renter which is enforceable against the respective parties in accordance with the terms hereof.

Initial here: U

SECTION 14: ATTORNEY'S FEES:

In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees and costs incurred in connection therewith, including the reasonable value of salaried attorney's time.

Initial here: W

SECTION 15: FIRST AMENDMENT ACTIVITY:

The Renter acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks. If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Renter acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group's First Amendment rights, except if determined, in the Town's sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: LY

SECTION 16: COVID 19 WAIVER:


I further acknowledge and accept that there are presently additional health risks associated with my participation in this program during the COVID-19 pandemic, and hereby agree to comply with all Town of Carbondale regulations, policies and rules related to the COVID-19 pandemic for so long as the ongoing local COVID-19 health emergency exists as declared by the Town of Carbondale Board of Trustees. With full awareness and appreciation of the risks involved, I also hereby forever release, waive, discharge, and covenant not to sue, the Town of Carbondale, its Parks & Recreation

Department, officers, employees and agents, with regard to any and all liability, claims, demands, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, I may sustain related to COVID-19 due to my participation in this program, regardless of any negligence by the Town or its officers, employees and/or agents

Initial here: uy

The Renter certifies that he/she has read and agrees to abide by the attached policies and procedures governing the use of the Town of Corbondale Mobile Stage. The applicant accepts full responsibility for any damage occurring to the Mobile Stage as a result to this rental. The Renter agrees to hold harmless the Town of Corbondale, and all of its employees and/or agents from any and all injuries, losses, damages and liability either to person or property, which may be sustained while using Mobile Stage.

Renter Name: LUIS YLLANES

Renter Signature: 

Date: 2/23/23

RENTAL RATE FORM

Mobile Stage reservation requests must be submitted to the Town of Carbondale a minimum of 45-60 days to the date requested. Mobile Stage can be rented within Town limits only. A refundable damage deposit of \$1,000 is required 30 days prior to rental date. In case of reservation changes, contact Eric Brendlinger at 970-510-1277.

The Stage will not be available for rent on the following days: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Any Town events will take precedence over any rental requests.

NON-PROFIT / YOUTH / SENIOR / GOVERNMENT RATES

| Rates | Price | Subtotal | |
|--|-----------|-----------------------------|------------------------------------|
| Rental Fee Day Rate (up to 12 hours) | \$250 | | |
| Damage Deposit/Cleanup Fee | \$1,000 | <i>written</i> | <i>Have deposit for Rec Center</i> |
| Setup/Take down Fee* | \$420 | \$ <i>420.00</i> | |
| Overtime/Call out fees *includes travel time | \$45/hour | | |

BUSINESS OR COMMERCIAL USE

| Rates | Price | Subtotal | |
|--|-----------|----------|--|
| Rental Fee Day Rate (up to 12 hours) | \$500 | | |
| Damage Deposit/Cleanup Fee | \$1,000 | | |
| Setup/Take down Fee | \$420 | | |
| Overtime/Call out fees *includes travel time | \$45/hour | | |

- **Set up and takedown fee includes the following: Two Town Employees, at \$35.00 per hour each for 3 hours for set up=\$210 and the same for takedown = \$210 for a total of \$420.00**

Subtotal Stage Rental _____
 Reservation Damage Deposit/Clean Up _____
 Set Up/Take Down Fees _____
 Overtime/Call Out Staff Fees _____
Total Stage Rental Fees _____

| |
|-----------------|
| |
| |
| <i>\$420.00</i> |
| |
| |
| |

Paid Date _____

Paid Date _____

Return Date _____

Refundable Damage Deposit Amount CK # _____ Cash _____

(Can be processed with a Credit card) MC/Visa/Discover

Card Number: _____ Expiration Date : _____ CVC : _____

Name on Card : _____



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT Ja

DATE (MM/DD/YYYY)
02/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|-------|
| PRODUCER Latitude Insurance Aspen 17 N Mesa Ave Montrose CO 81401 | | CONTACT NAME: Jerick Demulling PHONE (A/C, No, Ext): (970) 429-5700 FAX (A/C, No): (970) 429-5701 E-MAIL ADDRESS: jerick@roaringforkins.com | |
| INSURED 5Point Film Festival PO Box 355 Carbondale CO 81623 | | INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Group INSURER B: Pinnacle Assurance INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # | 41190 |

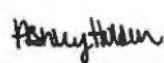
COVERAGES **CERTIFICATE NUMBER:** CL2321662596 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--------------------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability | Y | | PAC 3219448 03 | 09/10/2022 | 09/10/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each Occurrence \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PAC 3219448 03 | 09/10/2022 | 09/10/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | UMB 3219449 03 | 09/10/2022 | 09/10/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | 4199068 | 02/01/2023 | 02/01/2024 | PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | DIRECTORS AND OFFICERS | | | EPPE448749 | 09/10/2022 | 09/10/2023 | Each Occurrence \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Carbondale and its officers, agents, and employees are listed as additional insured on the above policy

| | |
|--|---|
| CERTIFICATE HOLDER Town of Carbondale 511 Colorado Ave Carbondale CO 81623 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

© 1988-2015 ACORD CORPORATION. All rights reserved.



TOWN OF CARBONDALE MOBILE STAGE USE Fee Waiver Request

The purpose of this form is to assist the advisory Parks & Recreation Commission and the decision making Board of Trustees to make an informed decision whether to waive the rental fees for the Town Stage for your organization.. This Mobile Stage Use Agreement should be submitted 45- 60 days prior to the event as an **addendum** to the **required Park (or) Street Rental Use Agreement and Special Event Management Plan** which is required for large special events that will impact the Carbondale community. After review by Town Staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with Town Staff is needed.

SECTION 1: RENTER INFORMATION

Circle your groups affiliation NON-PROFIT / YOUTH / SENIOR / GOVERNMENT RATES

Qualifications for a fee waiver request:

1. Are you a local Non-profit or other local group (within the 81623 zip code?) yes

2. What is the community benefit of the event?

5point film festival, community event of all including free movie screenings, food + drink. This stage will be a location for live free music

3. What is the level of collaboration with other Town Resources? i.e.- Street Closure? Park Rental? Other Town staff needs?

parking lot closure (behind rec center / town hall)

4. Is the event location associated with a previous or future event in the same location mitigating any staff overtime to set up the stage or take down the stage?

N/A

Name of organization/renter: Luis yllanes / 5point Film Festival

Contact Person: Luis yllanes

Phone: () [REDACTED]

Address: PO BOX 355

City/State: Carbondale, CO

Zip: 81623

Email: luis@5pointfilm.org

Location of event: 507 Colorado Ave Behind Rec center / town hall

Date of event: April 20, 2023 - April 23, 2023 Time of event: THURS 4:30pm to SAT 6:30pm

Setup date of stage: THURS April 20

Time of setup for stage: MORNING OF THURSDAY

Takedown date: Sunday afternoon on the 23rd

Time of takedown: After 3pm

Size of group that will be on stage: 3-8 musicians

Intended Use of Mobile Stage:

live music, various musicians

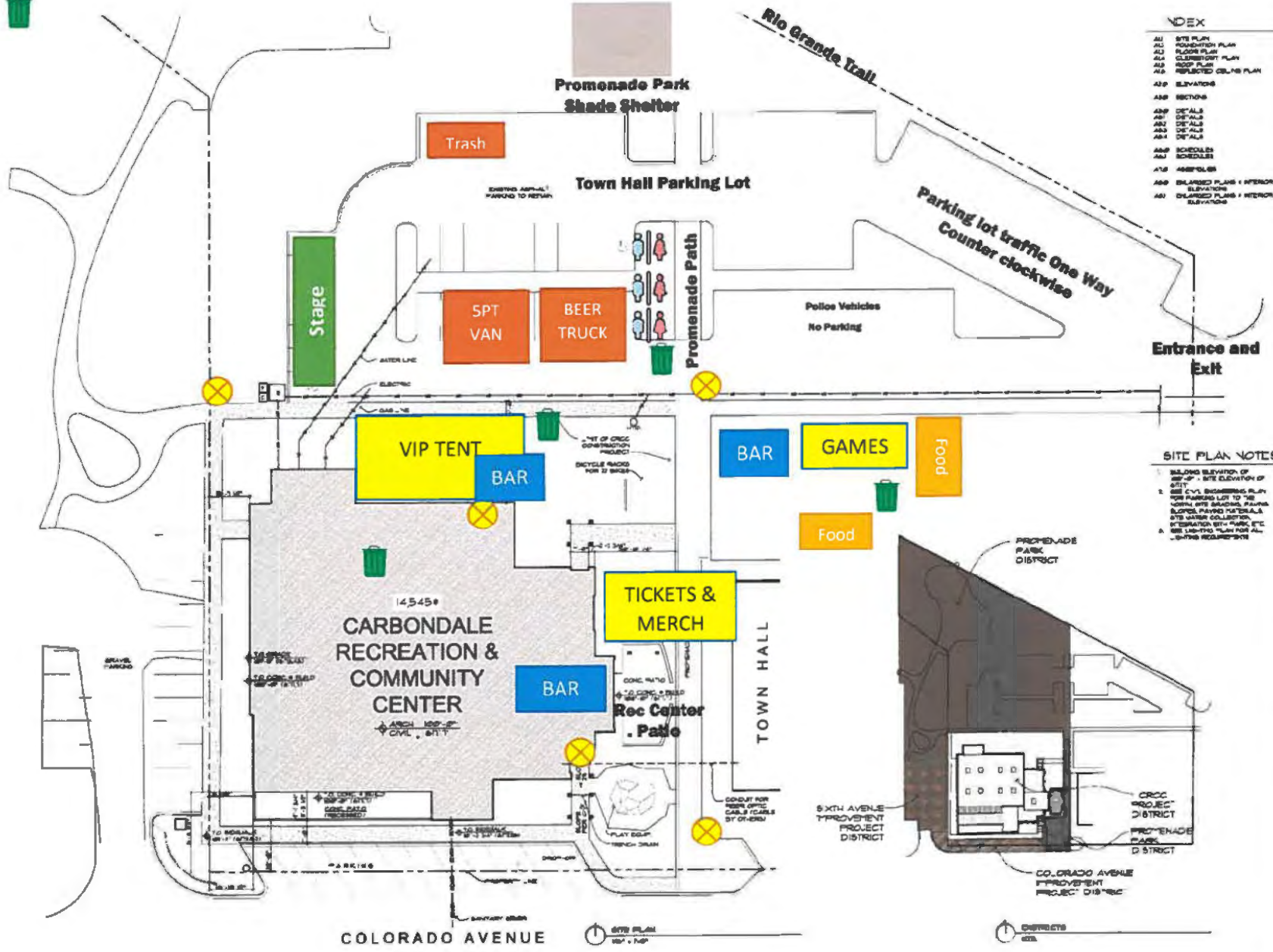
| Rates | Price | Subtotal |
|--|-----------|------------------|
| Rental Fee Day Rate (up to 12 hours) | \$250 | Can be waived |
| Damage Deposit/Cleanup Fee | \$1,000 | Can be waived |
| Setup/Take down Fee* | \$420 | Cannot be waived |
| Overtime/Call out fees *includes travel time | \$45/hour | Cannot be waived |

- Set up and takedown fee includes the following: Two Town Employees, at \$35.00 per hour each for 2 hours for set up=\$210 and the same for takedown = \$210 for a total of \$420.00

| | | |
|-------------------------------------|----------|---|
| Subtotal Stage Rental | | Paid Date _____ Paid Date _____ Return Date _____ |
| Reservation Damage Deposit/Clean Up | | |
| Set Up/Take Down Fees | \$420.00 | |
| Overtime/Call Out Staff Fees | | |
| Total Stage Rental Fees | | |

Refundable Damage Deposit Amount CK # _____ Cash _____
 (Can be processed with a Credit card) MC/Visa/Discover
 Card Number: _____ Expiration Date : _____ CVC : _____
 Name on Card : _____

Refundable Damage Deposit can be waived if the organization already has a damage deposit paid for as part of the Facility/Park/Street Rental Use Agreement and Special Event Management Plan for the event, as long as the damage deposit amount is deemed sufficient by Town staff.

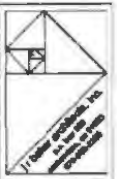


INDEX

- A1 SITE PLAN
- A2 FOUNDATION PLAN
- A3 FLOOR PLAN
- A4 CLERESTORY PLAN
- A5 ROOF PLAN
- A6 REFLECTED CEILING PLAN
- A7 ELEVATIONS
- A8 SECTIONS
- A9 DETAILS
- A10 DETAILS
- A11 DETAILS
- A12 DETAILS
- A13 SCHEDULES
- A14 SCHEDULES
- A15 ASBESTOS
- A16 ENLARGED PLANS - INTERIOR ELEVATIONS
- A17 ENLARGED PLANS - INTERIOR ELEVATIONS

SITE PLAN NOTES

1. BUILDING ELEVATION OF 88'-0" - SITE ELEVATION OF 87'-0"
2. SEE CIVIL ENGINEERING PLAN FOR PARKING LOT TO THE NORTH OF THE BUILDING. RAISED CURBS, PAVED MATERIALS, SITE WATER COLLECTION, SIGNAGE, ETC. SHALL BE AS SHOWN ON THE CIVIL ENGINEERING PLAN FOR ALL SITE REQUIREMENTS.



**Town of Carbondale
RECREATION & COMMUNITY CENTER**
587 Colorado Avenue, Carbondale, Colorado

DRAWN DATE: 03/2024
REVISIONS:

JOB NUMBER:
PROJECT DATE: 03/2024
DRAWN BY:
CHECKED BY:

SITE PLAN
A1.1



Town of Carbondale Police Department

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

To: Mayor Ben Bohmfalk and
Carbondale Board of Trustees

From: Kirk Wilson
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Colorado Animal Rescue for an event to be held at
the 4th Street Plaza on May 5, 2023 from 4:00 p.m. – 8:00 p.m.

Date: March 7, 2023

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol on May 5, 2023 at the 4th Street Plaza from 4:00 pm to 8:00 pm.

Michelle Marlow Event Manger

I recommend approval of this liquor license.

**TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL
EVENTS PERMIT**

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT

AND ONE OF THE FOLLOWING:

| | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

| | |
|--|----------------------|
| TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$50 PER DAY | LIQUOR PERMIT NUMBER |
|--|----------------------|

| | |
|--|---|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Colorado Animal Rescue | STATE SALES TAX NUMBER (REQUIRED) [REDACTED] |
|--|---|

| | |
|---|--|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY 2801 CR 114 Glenwood Springs, CO 81601 | 3. ADDRESS OF SPECIAL EVENT 4th Street Plaza Carbondale, CO 81623 |
|---|--|

| NAME | DATE OF BIRTH | EMAIL ADDRESS | PHONE NUMBER |
|---|---------------|---------------|--------------|
| 4. PRES/SEC'Y OF ORG OR POLITICAL CANDIDATE Wes Boyd | [REDACTED] | [REDACTED] | [REDACTED] |
| 5. EVENT MANAGER Michelle Marlow | [REDACTED] | [REDACTED] | [REDACTED] |

| | |
|---|--|
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____ | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ |
|---|--|

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? NO YES HOW MANY DAYS? 1 _____

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

| | | | |
|--|------------------------------|------------------------------|------------------------------|
| Date Friday, May 5, 2023 Hours From 4:00 pm To 8:00 pm | Date Hours From m To m | Date Hours From m To m | Date Hours From m To m |
|--|------------------------------|------------------------------|------------------------------|

OATH OF APPLICANT

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

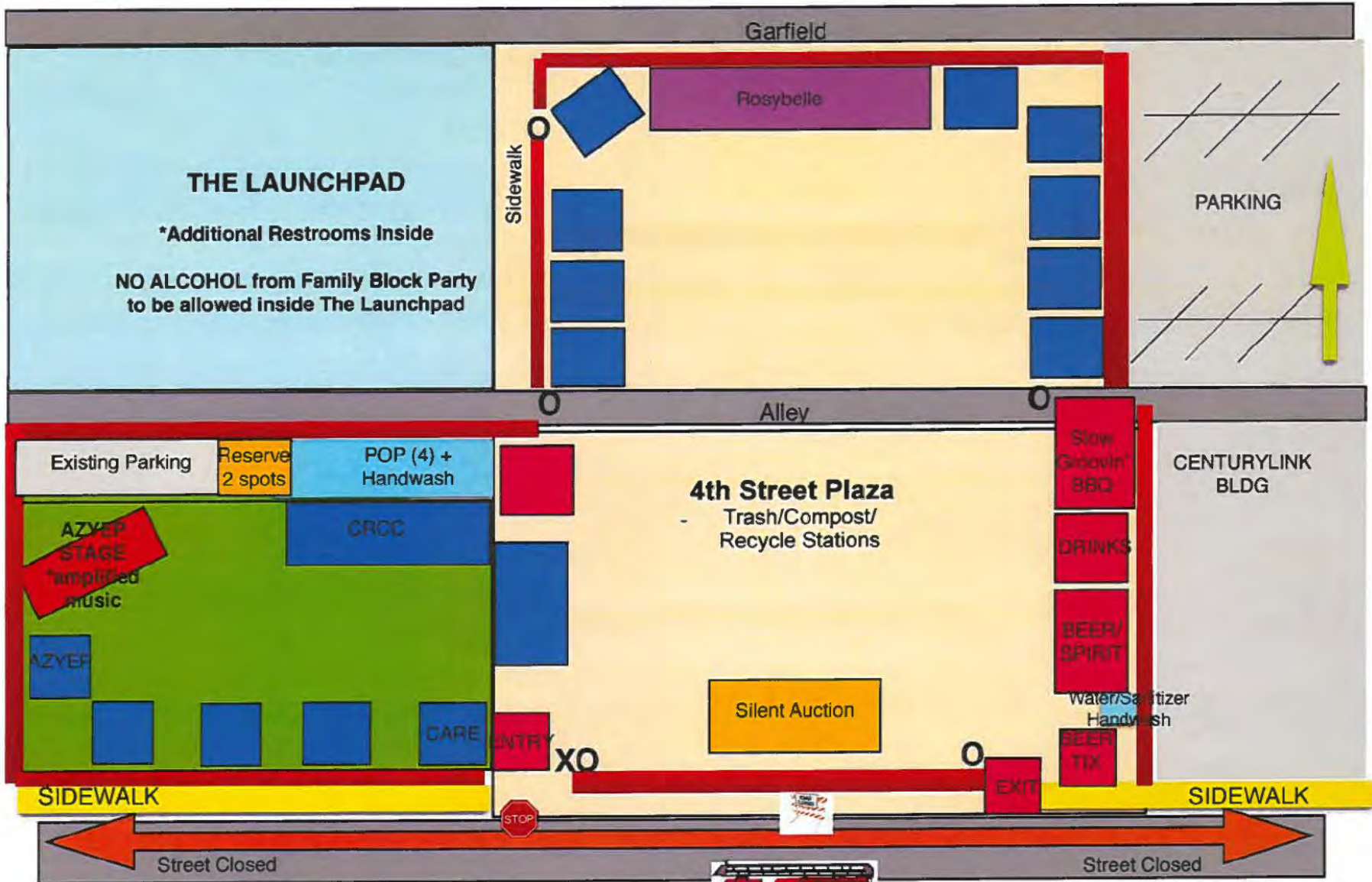
| | | |
|---------------------------------|-----------------------------|--------------------------|
| SIGNATURE <i>Wesley Boyd</i> | TITLE Executive Director | DATE February 5, 2023 |
|---------------------------------|-----------------------------|--------------------------|

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

| | | |
|---------------------------|--------|------|
| SIGNATURE | TITLE | DATE |
| LOCAL LICENSING AUTHORITY | ATTEST | |



X = MAIN EVENT ENTRY - Staffed

X = Alcohol only allowed on 4th Street Plaza between Main & Garfield & In Lawn Area. Trash Cans/Staffed Check Points.

 = Event Perimeter

O = Staffed - Perimeter

MAY 5, 2023

FAMILY BLOCK PARTY
4th Street Plaza
4 - 8 PM

PRIDE PARADE
Main Street
2nd to Weant
5:30 PM

Estimated Scale

- Park: sidewalk to Batch = 87'
- Street: sidewalk to sidewalk = 24'
- Brick plaza (sidewalk to tree base) = 25'
- Brick plaza to Alley = 75'
- Alley = 18' wide
- Parking lot (to fire hydrant) = 108'



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO ANIMAL RESCUE, INC.

is a

Nonprofit Corporation

formed or registered on 06/30/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921065568 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/06/2023 that have been posted, and by documents delivered to this office electronically through 02/09/2023 @ 07:19:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/09/2023 @ 07:19:44 in accordance with applicable law. This certificate is assigned Confirmation Number 14685139 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website. <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website. <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



February 16, 2023

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

Ladies and Gentlemen of the Board:

I am writing on behalf of CARE (Colorado Animal Rescue, Inc.) for the Spring Into Fun Family Block Party Event. The Town of Carbondale Parks & Recreation Department has given CARE permission to use the 4th street plaza and Chacos park for their annual fundraising event on Friday, May 5, 2023. The hours for set up, the festival and break down will be:

- Friday, May 5, 2023 11:00 am to 4:00 pm for set up, 4 pm to 8:00 pm liquor permit times, 8:00 pm to 9:00 pm for break down.

Please contact the Town of Carbondale Parks & Recreation Department if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Brendlinger".

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director



February 27, 2023

Chacos Park, 4th Street & Plaza special event management plan for the 2023 First Friday

Family Block Party

May 5, 2023

Special Event Liquor License BOT review on Tuesday, March 14, 2023

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff's box.


If you have any pressing concerns about this event please contact me and contracts can be amended to address those concerns.

Eric Brendlinger Carbondale Parks & Recreation Director


ebrendlinger@carbondaleco.net


www.carbondalerec.com


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

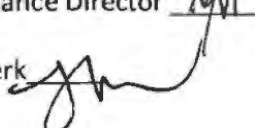
Parks & Recreation Director 

Public Works Director 

Police Chief 

Town Manager 

Town Finance Director 

Town Clerk 



TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT /
SPECIAL EVENT MANAGEMENT PLAN

Completing this *Park (or) Street Rental Use Agreement and Special Event Management Plan* is required for large special events that will impact the Carbondale community. The purpose is to assist the Event Organizer in planning their special event so that it meets the requirements established by the Town of Carbondale. This Rental Use Agreement & Special Event Management Plan should be submitted 45- 60 days prior to the event. After review by town staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY:

1. **NAME OF EVENT:** Family Block Party
2. **Primary Event Organizer:** Michelle Marlow
 - a. **Cell Phone:** [REDACTED]
 - b. **Email:** [REDACTED]
 - c. **Address:** [REDACTED], Carbondale, CO 81623
3. **Secondary Event Organizer:** Wes Boyd, CARE
 - a. **Cell Phone:** [REDACTED]
 - b. **Email:** [REDACTED]
 - c. **Address:** [REDACTED] Glenwood Springs, CO 81601
4. **EVENT LOCATION:** 4th Street Plaza (Main to Garfield)
5. **EVENT DATE(s):** Friday, May 5, 2023
6. **EVENT TIME(s):** 4-8pm
7. **EVENT SET-UP TIME(s):** 11 am-4pm
8. **EVENT BREAK-DOWN TIME(s):** 8-9pm
*Procedures must be in place to avoid neighborhood noise disturbance with event break-down.
Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm*

SECTION 2 - EVENT SUMMARY INFORMATION:

1. **Approximate number of people expected to attend event:** 500 - Flow
2. **Approximate Event Personnel Numbers:**
 - a) **Event Staff Leaders/Committee Organizers in charge:** 3
 - b) **Event Volunteers:** 15
 - c) **Event Contractors:** 0
 - d) **Event Security Personnel:** 4
 - e) **Event Vendors:** 20

3. Event training for personnel? (Y) (N)
Describe? _____
4. Fee charged to participants? (Y) (N)
If yes, how much? _____
5. Amplified music at event? (Y) (N)
If yes, times music is played (including sound checks)
Piped in music and live music/DJ will be played from 4-8 PM

Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:

Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).

1. **Boundaries**
 - Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area: x
 - If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures: x
 - Locate fencing, barriers/barricades, points of ingress/egress, emergency access: x
2. **Site Improvements**
 - Location of stage, tents, canopies, booths, bleachers, other temporary structures: x
 - Location of generators, electricity sources, speakers, soundboards, lighting: x
 - Location area for trailers, trucks, or other event vehicles: x
 - Identify start & finish area (if a race): N/A
3. **Security, Medical and Safety**
 - Show security check points: x
 - Show placement of traffic control personnel: N/A
 - Locate first aid station, ambulance access point: N/A
 - Locate portable night lighting: N/A
4. **Transportation and Parking**
 - Identify all parking areas (on/off site): x
 - Locate any drop-off/pick-up areas: N/A
 - Locate area of park where vehicles, food trucks, or other cars will be in park : x
5. **Sanitation and Solid Waste**
 - Locate/identify restrooms/portable toilets and hand wash stations: x
 - Locate trash and recycle containers and dumpsters: x
6. **Alcohol, Food Service, Vending Booth Areas**
 - Locate bar/beer garden area, with location of security fencing and entry/exit gates: x
 - Location of food service vendor booths: x
 - Location of merchandise vendor booths; information and/or demonstration booths: x
7. **Smoking Area**
 - Public special events on town parks/streets are non-smoking, unless area is designated: N/A

SECTION 4 – SECURITY PLAN:

Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. Have you hired a professional security company to manage event security? (Y) (N)

If Yes, please provide the following information:

- Name of Security Company: ACE Security
- Person in charge at event: Erick Gutierrez
- His Cell Phone contact at event: (970) 393-3451
- His Cell Phone Text email address at event: _____
- Number of security personnel assigned to event: 3
- Event times they will be in place: May 6, 2022 from 4-8 PM
- Describe duties & functions: Primarily on-site to ensure alcohol does not leave the event/perimeter

2. Will Town of Carbondale Police Dept. enforcement services be requested? (Y) (N)

If Yes, please provide the following information:

- List purposes (security; traffic/parking control; event walk-thru): _____
Will communicate with TOC Chief of Police to request a community presence (ride bikes in parade/meet&greet with kids)
- List # of officers & times when needed: _____

Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:

Please describe your medical and emergency services plan.

1. Will emergency medical services be summoned through 911? (Y) (N)

If Yes, please provide the following information:

- Name & cell phone of on-site staff designated as medical point of contact: _____
Michelle Marlow 970-948-1334

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? (Y) (N)

If Yes, please provide the following information:

- Name & cell phone of service provider or EMT: _____
- Aid Station location & hours: TBA - possible Valley View Hospital presence

SECTION 6 – TRANSPORTATION & ROAD CLOSURE TRAFFIC MANAGEMENT CONTROL PLAN:

Required of events involving a road closure. Main Street closure requests require approval by the Special Events Task Force in December of previous year and by the Trustees in January to obtain approval. **Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.**

- Road and/or traffic lane closure request: (Y) (N)
- Location of barricades and/or traffic cones: Diagram
- Proposed traffic flow map around road closure: Diagram
- Location of informational signage within road closure area: Diagram
- Location of safety lighting bar (if needed) within road closure area: N/A
- Running or Bike Race route description (with start & finish line) if applicable: N/A
- Parade route description (with start & finish) if applicable: Begin at 2nd Street & End at Weant, refer to Parade Permit for details

With this information the Public Works Director will determine a "traffic control plan" and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town's discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted "No Parking" by the Town, the cost is \$5.00 per side of block.

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

Town of Carbondale Parks & Recreation Department has a gross weight limit and additional rules on food trucks and other vehicles allowed into Town parks for special events. For large special events, that have permission to bring vehicles into the park, we will require that there is a plan to protect the turf with techniques that will include the following stipulations: . **Must initial each requirement or write N/A (Not Applicable).**

- No vehicle access into the park if the natural weather has saturated the turf. N/A
- If necessary (i.e.-food truck locations), the entry/exit would be protected with sheets of plywood and plywood would be placed under truck wheels where they are parking for the duration of the event. N/A
- Gross vehicle weight cannot exceed 10,000 lbs. This is a light duty commercial truck class 1 & 2 only. N/A
- Turf damage will be repaired using the damage deposit collected from the event organizer. N/A

SECTION 7- BOUNCE HOUSE RULES:

If your event is going to have a bounce house the following rules and paperwork must be in place. : . **Must initial each requirement or write N/A (Not Applicable).**

- We are interested in having bounce houses at our event : (Y) (N)
- No personal bounce houses are allowed for park rentals. _____
- You must be renting the bounce house from a licensed and insured company. The company would need to send the Town of Carbondale a Certificate of Insurance and the "Town of Carbondale" would need to be listed as additional insured under that policy. Policy needs to be received during business hours prior to event. Send Policy to ebrendlinger@carbondalecto.net _____
- All bounce houses must be anchored into the ground by the company, and the stake hole divots need to be replaced upon bounce house retrieval. _____
- Since power is needed for the blowers, directly to the west of the picnic shade shelter pavilion or directly to the east would be the preferred spot. Please see map and location of power sources. _____
- The location of the bounce house and the stakes to hold it in place cannot interfere or damage any irrigation lines. _____
- If irrigation lines are damaged, repair costs are taken out of your damage deposit and you will be liable for additional fees if not covered by the damage deposit amount. _____

- Vehicles will not be allowed in the park on any of the grass areas. All items to be brought into the park will be hand carried. The commercial company bringing in bounce houses will need to do so using a hand carts or other methods without driving on the grass. _____

SECTION 8 – REFUSE/TRASH PLAN:

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

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

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

- Name of Service Provider: EverGreen ZeroWaste
- Contact Person: Alyssa Reindel
- Mailing Address: , Aspen, CO 81623
- Cell Phone: Email: alyssa@evergreenzerowaste.com

SECTION 8 - PORTABLE RESTROOM PLAN:

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

Duration of Event and number of Portable Toilets needed

| | 1 hr | 2 hr | 3 hr | 4hr | 5 hr | 6 hr | 7 hr | 8 hr |
|-------|------|------|------|-----|------|------|------|------|
| 50 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 |
| 100 | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 |
| 250 | 3 | 3 | 3 | 4 | 4 | 4 | 5 | 5 |
| 500 | 4 | 4 | 5 | 5 | 6 | 6 | 7 | 7 |
| 1,000 | 6 | 7 | 8 | 8 | 9 | 9 | 10 | 10 |
| 2,000 | 9 | 12 | 15 | 16 | 17 | 17 | 18 | 18 |

Do you plan to provide portable restroom facilities at your event? (Y) (N)

If yes, how many: Existing 2 at Alley + 2 Addtl and 2 at the Launchpad

Number of ADA accessible portable toilets: 2 at the Launchpad

Is portable handwashing station being provided? (Y) (N)

If no, is there a sanitizer dispenser within toilet? (Y) (N)

Please provide the following information regarding event portable restroom provider:

- Name of Service Provider: Mountain Waste and Recycling TO BE CONFIRMED
- Contact Person: Jeremy Frees
- Mailing Address: [REDACTED]
- Cell Phone: [REDACTED] Email: Jeremy.Frees@mountainwaste.com

SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:

Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application (\$50.00 per day of alcohol service payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a \$1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). **You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event.** Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

If your event is going to involve the sale and/or distribution of alcoholic beverages, please provide following information:

- Hours of operation of event (include dates & times): 4-8pm
- Alcohol service times: 4-7:45pm (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)
- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: _____
Refer to diagram
- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):

All patrons will be ID'ed and given a wristband at the tent. Wristbanded patrons will be served by event staff who have been TIPS trained.
- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: _____
Per TIPS training, servers will not serve intoxicated persons, nor will servers be allowed to consume alcohol before or during their shifts

(Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)

- **Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated:** If incidents occur away from immediate service, volunteers will handle the situation to the best of their ability and then seek out event coordinators and security staff. All situations will be reported to event coordinators.

- **Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan:** The entire event is family friendly.

- **Will event provide alternative beverages to alcohol? If so, what?** Yes, non-alcoholic drinks and a water station will be available.

- **Will food be available at all times? If so, what?** Yes-food vendors will be on site as well as a water station and both will be available for the duration of the event.

- **Is there a designated smoking area? If so, describe the location and show it on your site plan:** Non-smoking event

- **How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home?** This event will encourage walking and biking to and from the event. This a family-friendly event and most attendees will be families with children. We can order a cab or Uber if need be.

SECTION 10 – FOOD PLAN & PERMIT:

These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

- **Please list food vendors at your event, name of vendor and product (s) served :** Slow Groovin’ BBQ - BBQ meals + sides
Aspen Mini Donuts - donuts + iced coffee
Both vendors are to be confirmed but likely based on 2022 correspondence

- **Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables , spices, teas, dehydrated produce, nuts, seeds, honey, jams ,jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product (s) served:** _____

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:

If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is \$15.00 for a temporary one-day license; \$25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept. no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.

SECTION 12 – LIABILITY INSURANCE:

Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: "Town of Carbondale, its officers, employees, & agents"). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

- \$1,000,000 each occurrence; \$2,000,000 aggregate: CARE
- Host and general liquor liability insurance required in the same amounts listed above: CARE

SECTION 13 – EVENT DEBRIEFING:

An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS**PARK (OR) STREET RENTAL USER FEE:**

- \$100.00 User Fee per each day of use between 100 – 300 participants Paid Date March 1st
- \$200.00 User Fee per each day of use with over 300 participants Paid Date _____

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:

- \$200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants Paid Date March 1st
- \$500.00 Cleanup/Damage Deposit Fee for events with over 300 participants Paid Date _____

These amounts may be increased if it is deemed necessary for a particular event or activity.

Event Organizer shall submit two (2) checks payable to: **TOWN OF CARBONDALE**

One check designated for Rental User Fee of the Park/Street, and the other check designated for Park/Street Cleanup/Damage Deposit Fee. These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety

during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Event Organizer from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial here: MM

SECTION 15 – LICENSES, PERMITS, AND FEES

Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: MM

SECTION 16 – INDEMNIFICATION:

Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.

Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

Initial here: MM

SECTION 17 – CANCELLATION OF EVENT:

Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here: MM

SECTION 18 – RELEASE OF LIABILITY:

The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

Initial here: MM

SECTION 19 – AUTHORITY TO CONTRACT:

The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement

constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

Initial here: MM

SECTION 20 – ATTORNEY’S FEES:

In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

Initial here: MM

SECTION 21 – FIRST AMENDMENT ACTIVITY:

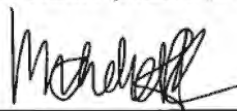
The Event Organizer acknowledges that the constitutional right to free speech and expression is afforded careful protection in traditional public forums like Town parks, streets, and sidewalks.

If an event is open to the general public and occurring on or within a Town park, street, or sidewalk, the Event Organizer acknowledges that the Town, including its Police Department, will not enforce or otherwise support any restrictions on an individual or group’s First Amendment rights, except if determined, in the Town’s sole discretion, that the First Amendment activity raises a significant and real issue of governmental concern, including but not limited to public health, safety, or pedestrian or vehicular traffic impediments, or significantly interferes with the specific expressive message of the event.

Initial here: MM

Michelle Marlow

Event Organizer Name (Please print): _____

Signature: 

February 5, 2022

Date: _____

SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION

(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Approval: Approval Pending: _____ (see above) Denial: _____
Signature: [Signature] Date: 3/6/2023

PUBLIC WORKS DIRECTOR:

Approval: Approval Pending: _____ (see above) Denial: _____
Signature: [Signature] Date: 3-7-23

CHIEF OF POLICE:

OLD AGREEMENT. I WILL SEND REQUIREMENTS,
WILL WORK W/ ERIC GUTENBERG ON
NEW ADDITION.

Approval: Approval Pending: _____ (see above) Denial: _____
Signature: [Signature] Date: 3/7/2023

TOWN CLERK: (Liquor Licensing Approval)

don't need special event liquor license approved by
Board on 3/14/23

Approval: _____ Approval Pending: (see above) Denial: _____
Signature: [Signature] Date: 3/7/23

TOWN MANAGER:

Pending police update

Approval: Approval Pending: _____ (see above) Denial: _____
Signature: [Signature] Date: 3-7-23



Town of Carbondale Police Department
511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623 (970) 963-2662

PARADE PERMIT

In accordance with the Carbondale Municipal Code, permission is hereby granted to:

Carbondale Family Block Party

For the conduct of a parade or procession.

This permit is in effect only on May 5, 20 23, from 5:15 PM to 5:40 PM

The route is as follows: Parade will stage on 2nd Street/Main at 5:15 PM. The Parade will start at 5:30 PM and walk down Main Street and head down Weant to then take a left at Garfield. the another left at 4th street to finish at the 4th street plaza and Chacos Park.

It is understood that all participants will be advised of and shall follow all of the below stated rules and/or restrictions.

1. Candy, toys, or gifts of any kind will not be thrown from floats, and/or conveyance. Out-walkers must hand-out any and all items.
2. Horse or animal drawn conveyances shall be to the rear of the parade away from loud noises or bands.
3. No reckless or careless driving or activity will be permitted, including, but not limited to, wheelies, jumps, stunts, etc.
4. No firearms or firecrackers will be discharged without permission from the Chief of Police.
5. The Town may require proof of Liability Insurance. Please attach a copy of your Certificate of Insurance with the Town of Carbondale as a named insured.

List types and number of anticipated entrants. Approx. 200 - youth and adults, miniature horses/therapy horses may join the walking parade. We will (hopefully) have the use of the large Aspen Gay Ski Week Pride Banner (stretches nearly a block)

Parade Applicants are responsible for Post-Parade cleanup.

Conditions of Approval:

We (I), agree to abide by all the conditions and limitations listed on this permit.

Michelle Marlow
Parade Representative
[Signature]
Chief of Police

March 6, 2023
Date
3-7-23
Date



Map data ©2022 100 ft



Carbondale

Colorado 81623

Cloudy · 27°F
8:54 AM

- 
Directions
- 
Save
- 
Nearby
- 
Send to your phone
- 
Share

Quick facts

The Town of Carbondale is a home rule municipality located in Garfield County, Colorado, United States. The town population was 6,434 at the 2020 United States Census. Carbondale is a part of the Glenwood Springs, CO Micropolitan Statistical Area. [Wikipedia](#)

Hotels

About pricing



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

RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 2.7.23 Date Application Deemed Complete: 2.7.23

Date of ~~Public~~ Hearing: 2.28.23
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):

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

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

Applicant Name: Phun Manufacturing LLC

Trade Name of Establishment (doing business as): akta

Applicant Contact Name (please print): Renee Grossman

Address of Premises Location:

500 Buggy Circle LL3, 4, 5, 6; UL 2 & 3 Carbondale CO 81623
Street Address City State Zip Code

Business Mailing Address (if different from Premise location):

314 Sopris Circle Basalt CO 81621
Street Address City State Zip Code

Business Phone: (212) 851-6448 Emergency Phone: (720) 447-0906

Business Email Address: Renee@phuncreation.com Website Address: www.aktacreations.com

Town Sales Tax License No.: _____ State Sales Tax License No.: _____

State Retail Marijuana License No.: 404R-00456/404-00619

Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Products 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 |
|----------------|--------------------------------|------------|----------|---------|
| Renee Grossman | [REDACTED] | [REDACTED] | AGENT | 48.194% |

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 |
|--|--------------------------------|------------|----------|---------|
| Chandra Edwards Green | [REDACTED] | [REDACTED] | Member | 12.151% |
| John Walker Wilson/JAWS LLC Hartman | [REDACTED] | [REDACTED] | Member | 8.882% |
| | | | | |
| | | | | |
| | | | | |

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 PD Investments LLC | Tenant Plum Manufacturing LLC | Expires 08/01/26 |
|--------------------------------|----------------------------------|---------------------|

Building Owner's Mailing Address:

132 Park Avenue Basalt CO 81621
Street Address City State Zip Code

Contact Phone Numbers: (970) 927-4038

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) |
|------------------|--|
| see attached | |
| | |

Name of on-site manager for licensed premises: Michael Harwood

Home Address: 126 N 5th St New Castle CO 81647
Street Address City State Zip Code

Business Cell Phone Number: (720)441-0906

Email Address: MichaelM@altre.com

Driver's License Number: 16-041-0777 Jurisdiction that issued Driver's License: Colorado

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 |
|------|--------------------------|-----|---------|
| | | | |
| | | | |
| | | | |
| | | | |

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 |
|-----------------|---------------------------|-----|
| Taylor Cheshire | | |
| Curtis Polk | | |
| Morgan Russell | | |

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

| | | | |
|-----------|--------------------------|----------|------------------------|
| Monday | <u>7am</u> to <u>6pm</u> | Friday | <u>Closed</u> to _____ |
| Tuesday | <u>7am</u> to <u>6pm</u> | Saturday | <u>Closed</u> to _____ |
| Wednesday | <u>7am</u> to <u>6pm</u> | Sunday | <u>Closed</u> to _____ |
| Thursday | <u>7am</u> to <u>6pm</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 |
|--------------------------|-----------------------------------|-----------|
| <i>Renee S. Grossman</i> | Renee S. Grossman Managing Member | 1/31/2023 |

983C2534995D429

FOR TOWN INTERNAL USE ONLY

ATTACHMENT L

Applicant Name: Plum Manufacturing Trade Name: äktä

Premises Address: 500 Buggy Circle U3, 4, 5, 6 VL 2 & 3
Street Address City State Zip Code

Finance Department (Date Applied for New Sales Tax License _____) Approved Denied

Basis for recommendation: Current on taxes. Christie Cle

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

Approved Denied Christie Cle

Basis for recommendation: Approved According to Statute

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

Approved Denied

Basis for recommendation: EXISTING SPECIAL USE PERMIT
STILL PERMITS MIP FACILITY IN PROPOSED SPACES

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

Basis for recommendation: N/A

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

Basis for recommendation: no issues

Clerk's Office

_____ New Medical Marijuana Business License: Type: _____

_____ Date Approved _____ Date Written Notice of Approval Sent

_____ Date Denied _____ Date Written Notice of Denial Sent

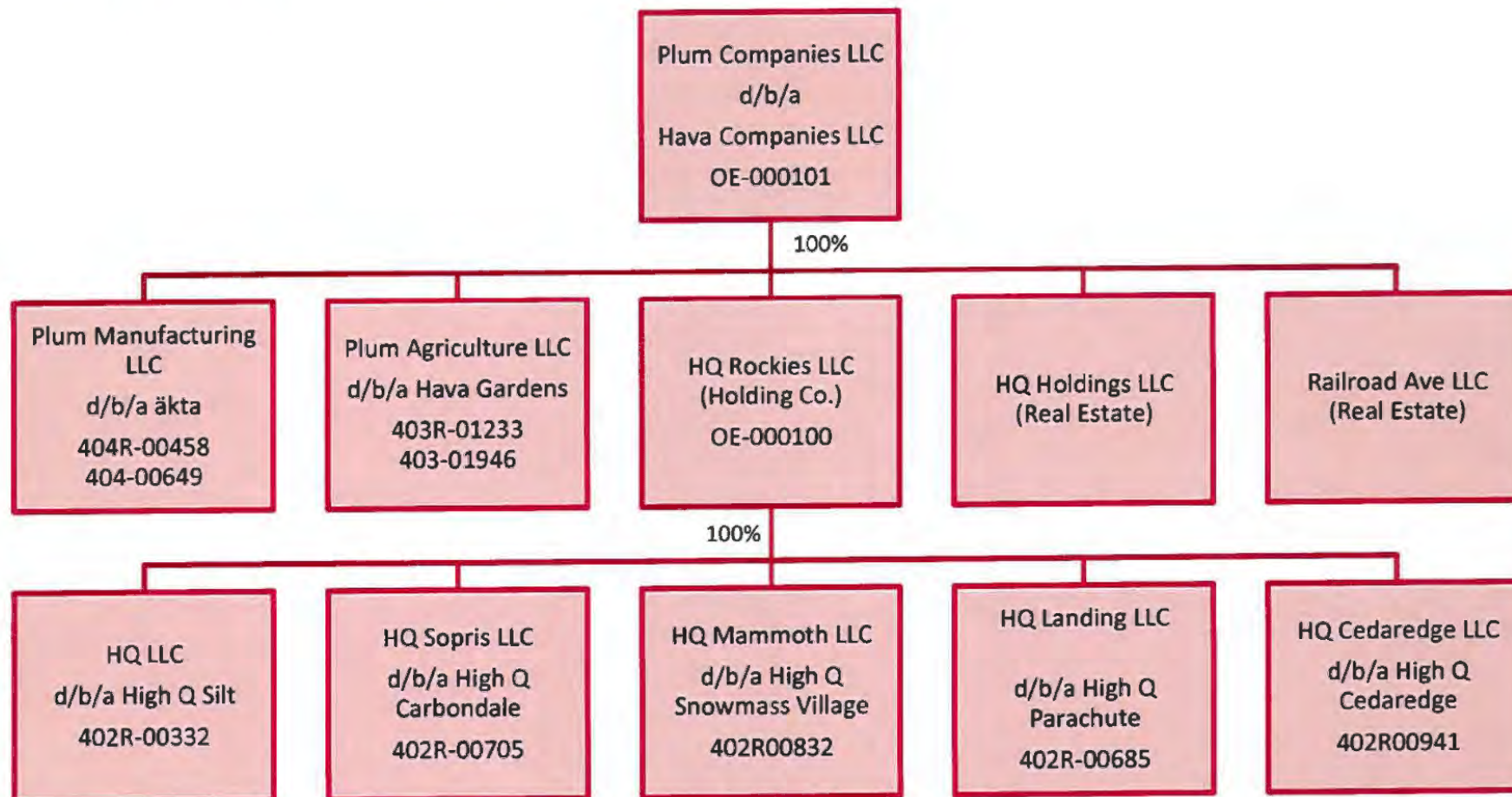
_____ Date of Premises Inspection Approval _____ License Issue Date _____ Expiration Date

FEE SCHEDULE

ATTACHMENT L

| Type | Amount |
|--|------------|
| Annual flat fee for all classes of licenses | \$2,000 |
| Criminal Background Check - Paid to the Colorado Bureau of Investigation | \$39.50/pp |
| Fingerprints | \$35/pp |
| Transfer of Ownership New Owner Applicants | \$2,000 |
| Transfer of Ownership (reallocation among current owners) | \$250 |
| Transfer of Location | \$750 |
| Modification/Alteration of Premises | \$150 |
| Annual License Renewal Fee | \$500 |
| Special Use Permit Application Fee | \$400 |

Company Structure



Cathy Derby

From: Jason Paley <jasonp@havacompanies.com>
Sent: Tuesday, January 31, 2023 2:30 PM
To: Cathy Derby
Cc: Renee Grossman
Subject: RE: Plum Manufacturing LLC Modification of Premises
Attachments: Akta Carbondale MOP Completed Packet.pdf

Great, I attached the packet to this email. It contains the modification paperwork, addendum of our licenses held, current floor plan, and proposed floor plan. Essentially, we are looking to remove the space we occupied when we first opened a few years back (LL3, LL4, UL2, UL3), and only occupy the space we added through our modification last year (lower levels 5 & 6). I will work with my team to get a \$150 check made out to the Town of Carbondale over to your office. If you need any additional information, please let me know.

Thanks,

**JASON PALEY**

Director of Compliance

O: +1 970-779-6193 **C:** +1 860-338-0017 **E:** jasonp@havacompanies.com

HAVAGARDENS.COM | AKTACREATIONS.COM | HIGHROCKIES.COM

This email message is for the exclusive use of the intended recipient(s) and may contain confidential, privileged and non-disclosable information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy any and all copies of the message.

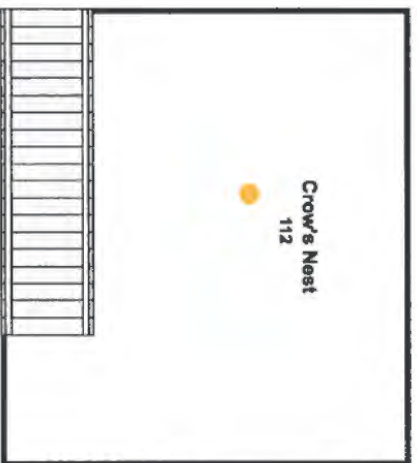


From: Cathy Derby <cderby@carbondaleco.net>
Sent: Tuesday, January 31, 2023 1:35 PM
To: Jason Paley <jasonp@havacompanies.com>
Subject: RE: Plum Manufacturing LLC Modification of Premises

Sure

Cathy Derby
 Town of Carbondale
 Town Clerk, Municipal Court Clerk
 511 Colorado Ave.
 Carbondale, CO 81623
 970-510-1206
cderby@carbondaleco.net
www.carbondalegov.org

10P Floor Plan - Plum Manufacturing LLC

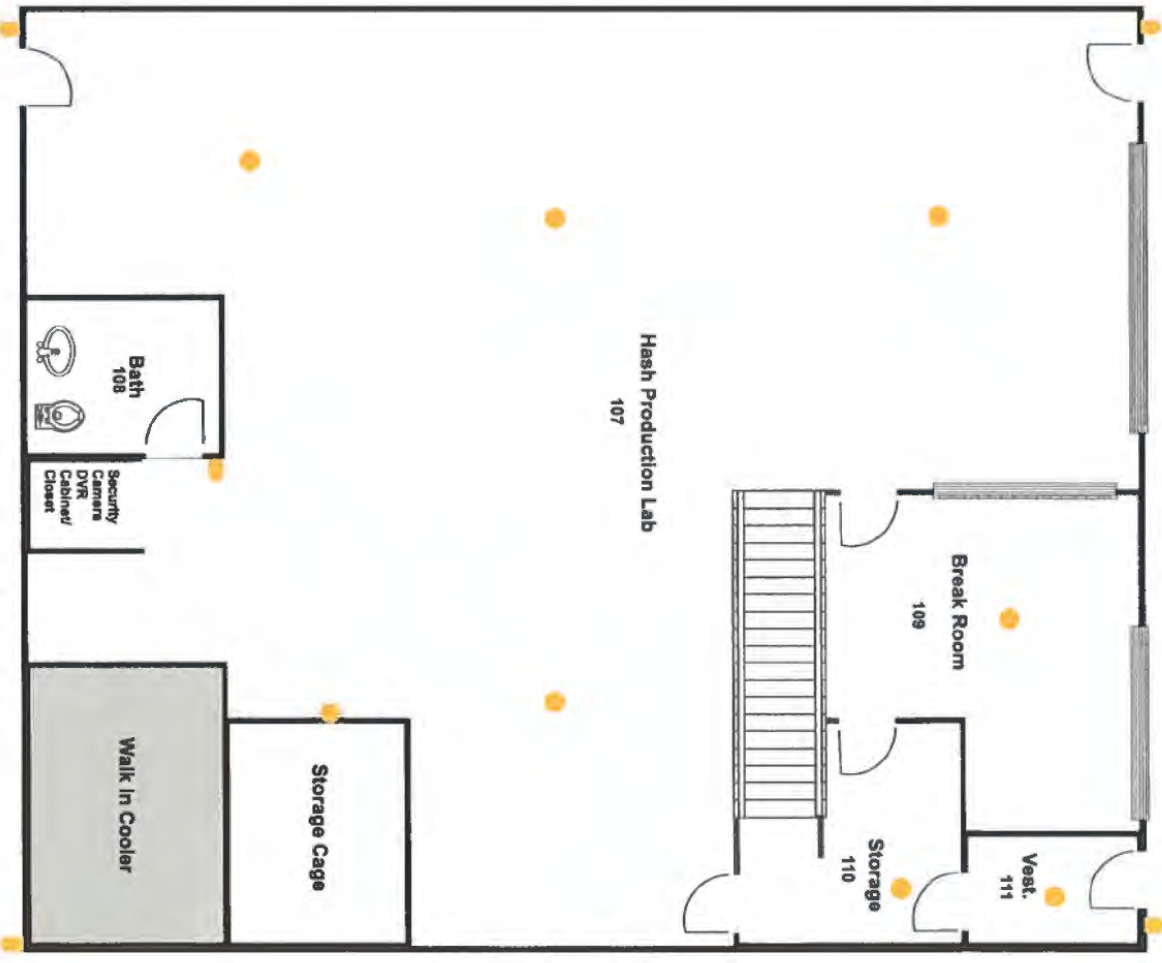


Proposed Crows Level

1/4" = 1'-0"



- Security Legend**
- Ceiling Hung Camera
 - Wall Mounted Camera



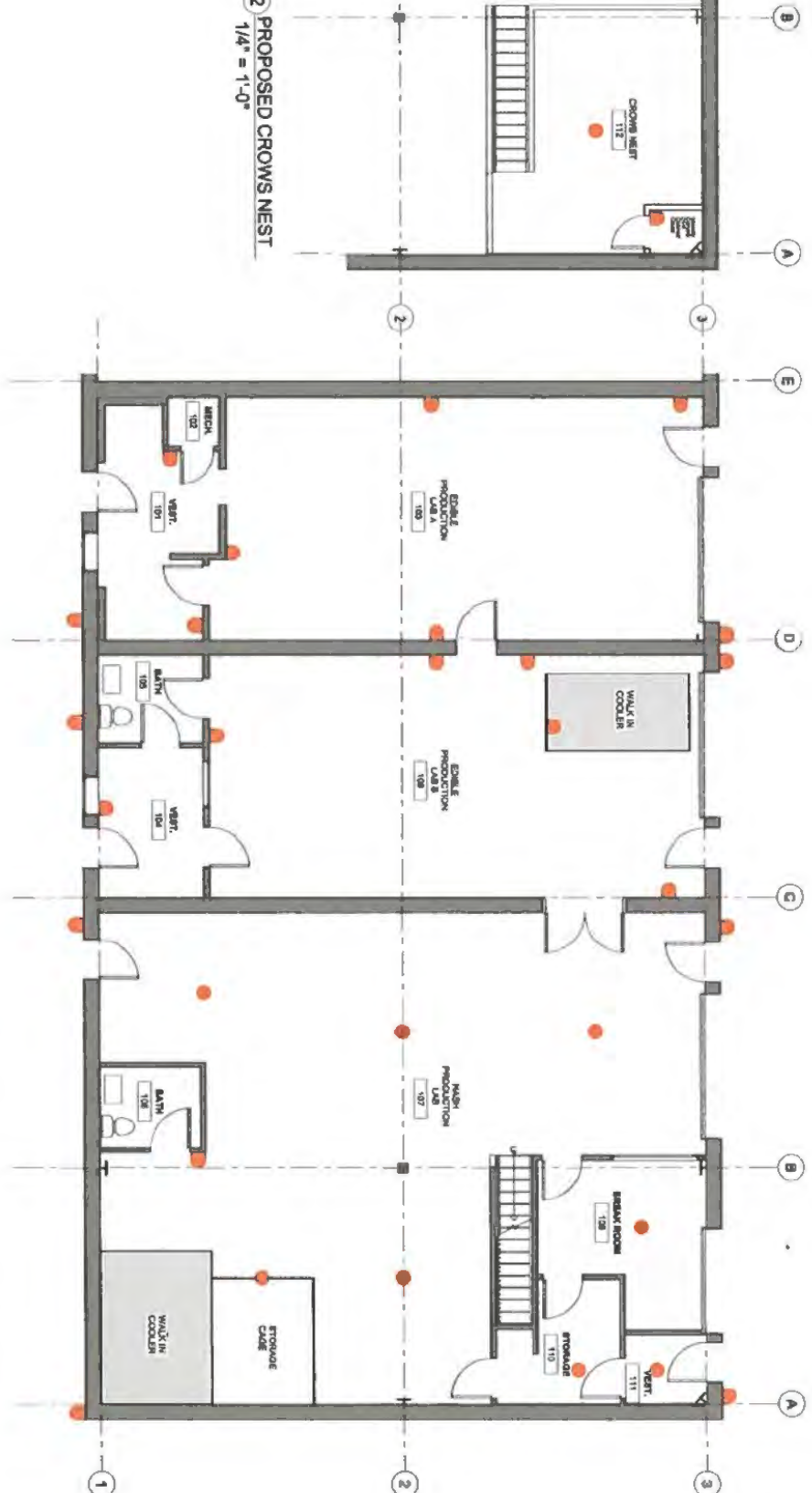
Proposed Main Level

1/4" = 1'-0"





| | | | | | |
|---|----------------------|---------------------|--------------------------------|---|---|
| Client: LLC, LLC a, CO | Project: 801505 | Project: 0000416 | Client: Jacob Satchley A | Notes: In house drawing based on previously approved floor plans. | Save Gardens 2139 45 rd De Sarge, CO 81630 |
| Map Floor Plan - Plum Manufacturing LLC | Scale: 1/4"=1'-0" | Date: 01/10/2023 | Rev: A | | |

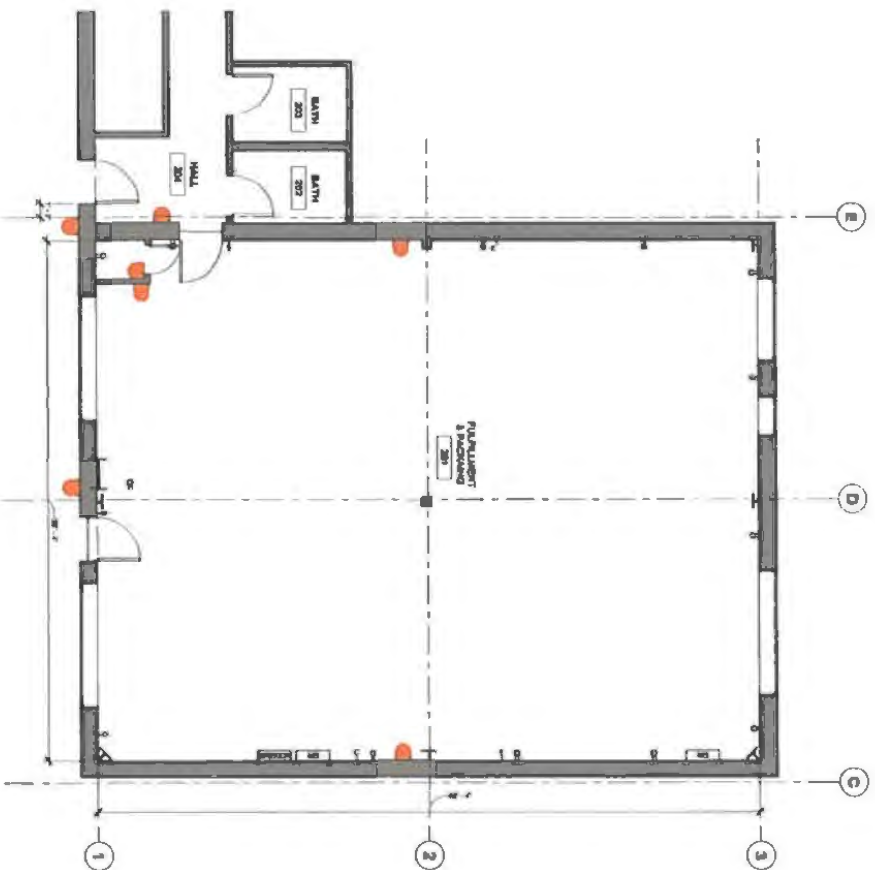
Current Floor Plan - Plum Manufacturing LLC



2 PROPOSED CROWN NEST
1/4" = 1'-0"

SECURITY LEGEND
 CEILING HUNG CAMERA
 WALL MOUNTED CAMERA

1 PROPOSED MAIN LEVEL
 1/4" = 1'-0"
 N
 0' 4' 8'



SECURITY LEGEND
● CEILING MOUNT CAMERA
◐ WALL MOUNTED CAMERA

① **PROPOSED UPPER LEVEL**
1/4" = 1'-0"
N
0' 4' 8'



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

Board of Trustees Agenda Memorandum

Item No:

Meeting Date: March 14, 2023

TITLE: Short Term Rental Licensing and Compliance
SUBMITTING: Town Manager
ATTACHMENTS: GovOS Short Term Rental Compliance Agreement

BACKGROUND: The Board of Trustees issued regulations in the spring of 2022 requiring licensing for all Short-Term Rentals (STR) in the Town of Carbondale. In brief, all residential properties renting units for less than a 30 day period were required to be licensed by the town by July 31st of 2022. Only those already actively short-term renting properties on or before March 8, 2022 were eligible. New licenses would be issued only to those properties which were the principal residence of the licensee or for properties located in the Historic Commercial Core (HCC) Zone.

Further discussion was had at the BOT meeting on 9/27/2022 regarding research into compliance and enforcement software and digital platforms, other inquiries about licensing from the public, potential exemptions to the regulation, and next steps to finalize the current regulations. The Board declined to consider potential exemptions to Short Term Rental license limitations at that time.

CURRENT STATUS: Currently, there are 65 licensed Short-Term Rentals in Carbondale. Approximately 2/3 of these appear to be second homes or investment properties. At present, only three property owners are listed as having multiple STR properties in Carbondale, and all are multiple units in the same building (duplex, condo or house with ADU).

DISCUSSION: It is difficult to determine quickly how many STR's are being advertised that are not currently licensed. In researching online platforms for compliance, STR tax collection and enforcement, it is estimated that there are between 70 and 80 distinct STR's being advertised within the town limits of Carbondale, so there are almost certainly a few unlicensed operations still operating.

We have researched compliance platforms and propose contracting with GovOS's "Short Term Rental Solution". Carbondale's financial accounting software (MuniRevs) is

one of the GovOS solutions and the two programs would work seamlessly for record keeping and tax collection functions. Our pre-existing relationship with MuniRevs support staff will enable Carbondale to easily convert these functions and to have the additional benefits of non-compliant property reporting, easy remittance of STR taxes, and various templates for owner notifications and license renewals through the same software platform that is currently in place.

FISCAL ANALYSIS: Although these programs are not inexpensive, I believe that utilizing this platform will save countless hours of staff time over the course of a year, potentially result in additional revenue by capturing non-compliant properties, and may be at least partially mitigated by the licensing fees that are put into place and/or penalties for non-compliance with the ordinance that may be imposed. Cost for the first year is \$18,000, with no long-term contract requirement. The utilization of a digital platform for license applications and compliance issues helps advance Carbondale's accessibility to the public and move toward a less paper-driven service model. Hopefully the use of this platform for compliance in the long term will come close to paying for itself or cost less than ten percent of the anticipated revenue from the STR tax, leaving more funds available to put toward affordable housing initiatives.

RECOMMENDATION: That the Board approve the execution by the Town Manager of the Short Term Rental Solution Agreement with GovOS for Short-Term Rental Identification, Licensing and Compliance.

Prepared By: Lauren S. Gister

Mar 8, 2023



Short-Term Rental Solution

Carbondale, CO

Prepared for:

Lauren Gister

Carbondale, CO
511 Colorado Ave
Carbondale, Colorado, 81623-4001

Submitted by:

Brian Szymanski

Account Executive
612.296.6308

Brian.Szymanski@GovOS.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

0061P00000WVXS3QAP



Who is GovOS?

Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

Advantages of GovOS

Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

World-class Service

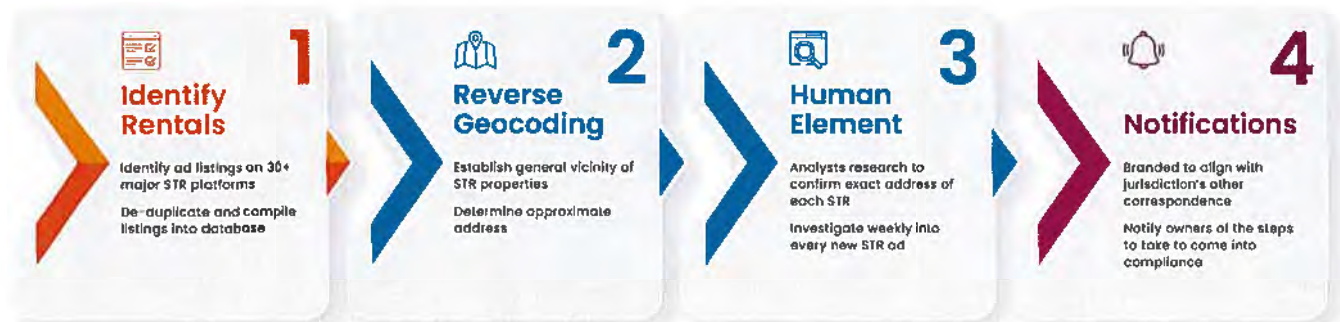
GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, Lauren Gister and Carbondale, CO, and discovering how GovOS can help you better serve your constituents.



Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify 98% of short-term rental addresses and receive over 90% of their short-term rental compliance rates. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Carbondale, CO to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Carbondale, CO shape future short term industry policies.



Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

Solution Highlights

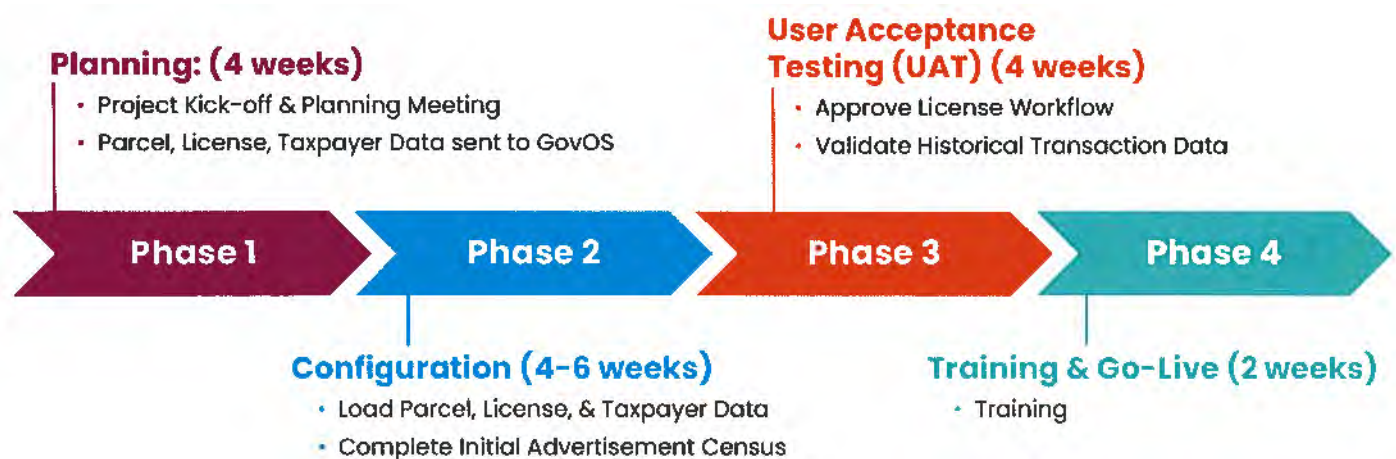
- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Carbondale, CO
- Fully customizable Notification templates and instructions for owners



Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



All Available Modules



Short-Term Rental Discovery

- The GovOS STR system will discover all available Carbondale, CO short-term rental ad listings posted on all 30+ sites.



Short Term Rental Identification

- GovOS STR will maintain a Carbondale, CO ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Carbondale, CO staff with unlimited licenses.



Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Carbondale, CO ad listings, which are not in the Carbondale, CO existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Carbondale, CO users with readily available short-term rental owner/manager contact data and compliance status.
- Carbondale, CO staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



Notifications

- Simple integrated notification system with complete data integration via “smart fields”
- The notification module enables Carbondale, CO to easily create batch notifications



US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



Payment Integration

- Integration with a GovOS partnered payment gateway



Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

Support for You & Your Agency

As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- Assigned Account Manager
- Business Support Team | Available by email and phone 6am - 6pm (MT) Monday - Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.

Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.



Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

Maintenance & Modifications* include, but are not limited to:

- Modifying Business Center Messages, Frequently Asked Questions and Notification Templates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

Training options include, but are not limited to:

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as Incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

**Requests for Custom modifications may incur an additional cost.*



Project Pricing

The solution is a package of the below service applications.

Carbondale, CO – Short-Term Rental Price Quote

Products

STR Compliance

Ongoing compliance identification and monitoring for short term rental properties.

STR Registration

Automated renewals.

Automated registration task reminders to business owners and/or operators.

Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.

STR Tax

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

Annual Recurring Subscription Fee: \$18,000

Anticipated Number of STR Properties: 80



Customer Acceptance

| Contact Information | |
|--------------------------|--|
| Organization Name | |
| Street Address | |
| City, State, Zip | |
| Primary Contact Name | |
| Primary Contact Email | |
| Billing Details | |
| Billing Details | |
| Billing Contact Name | |
| Billing Contact Email | |
| Billing Contact Phone | |
| Invoice Delivery Method | <input type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail |
| Preferred Payment Method | <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH |

- Without a signed Agreement, pricing is good until May 7, 2023.
- Subscription Start Date will be the date you sign the Agreement
- Subscription fees are pre-paid annually
- Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.
- This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.
- Pricing for Renewal Terms will include a seven percent (7%) increase from the prior term.
- All standard Terms of Use can be found at <https://govos.com/business-licensing-and-tox/terms-of-use/> and are hereby incorporated into this order.



Customer Acceptance

Customer Signature

Signature of Authorized
Representative

Title

Date

GovOS Signature

Signature of Authorized GovOS
Representative

Title

Date

MINUTES**CARBONDALE PLANNING AND ZONING COMMISSION**

Thursday January 12, 2023

Commissioners Present:

Jay Engstrom, Chair
 Nicholas DiFrank
 Jerrett Mork
 Kim Magee
 Kade Gianinetti (1st Alternate)
 Jess Robison (2nd Alternate)

Staff Present:

Jared Barnes, Planning Director
 Kae McDonald, Planning Technician

Commissioners Absent:

Jeff Davlyn
 Nick Miscione
 Marina Skiles

Guests:

Walter Burger (570 Redstone Avenue, Applicant)

The meeting was called to order at 7:04 p.m. by Jay Engstrom.

August 25, 2022; September 8, 2022; October 13, 2022; December 8, 2022 Minutes:
 Nicholas *moved* to approve the August 25th, September 8th, October 13th, and December 8th meeting minutes. Kade *seconded the motion*, and it was *unanimously approved*.

Yes: Jay, Nicholas, Jerrett, Kim, Kade, Jess

No: none

Public Comment – Persons Present Not on the Agenda

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

CONTINUED PUBLIC HEARING: Minor Site Plan Review/Conditional Use Permit**Applicant: Walter and Susan Burger****Location: 570 Redstone Avenue**

Jared noted that this was an application for a Minor Site Plan Review and Conditional Use Permit to construct an accessory dwelling unit (ADU) in the basement of an existing single-family residence, pointing out that the Conditional Use Permit is a staff action but will follow direction based on the Commission's decision on the Minor Site Plan Review. Jared described the applicant's proposal to remodel the basement of an existing single-family residence, add windows and doors, a new stairwell, and a new driveway for the ADU. He added that the application was publicly noticed in the November 24, 2022 Sopris Sun and a mailed notice was sent to all property owners within 300 feet on November 22, 2022 with the public hearing scheduled for the December 8, 2022, Planning & Zoning Commission meeting. Jared explained that due to a lack of quorum, the Commission

opened the meeting and continued the public hearing to the January 12, 2023, meeting. He continued that this is a noticed public hearing and complies with the Unified Development Code.

Jared summarized the application details included in the meeting packet:

- The subject property is zoned Residential/Low Density, which permits a single-family detached unit as a use by right and an ADU as a conditional use. The proposed uses comply with zoning.
- The application was submitted and found complete prior to the approval of the 2022 Comprehensive Plan Update, therefore the 2013 Plan is applicable for review. The property is designated as Developed Neighborhoods in the Future Land Use Plan; one of the top priorities for this land use area is to encourage ADU's. In staff review this proposal does comply with the goals and policies of the Comprehensive Plan.
- Staff noted that the property is located within the Colorado Meadows subdivision and the Protective Covenants state "All lots and parcels within the Subdivision, except as hereinafter identified for use as parks, green belt, and roadway easement, shall be used for no other purpose than single family residences. To this end no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling and appurtenant structures such as garage, carport, storage structure, or house workshop, as may be approved by the Architectural Control Committee." Jared pointed out that:
 1. Typically, covenants are private agreements between the property owners in a subdivision which the Town is not a party to. Therefore, the Town has no obligation to enforce private covenants. Some recent developments have approved covenants which allow the Town to enforce certain items, but a similar clause is not included in the Colorado Meadows subdivision covenants.
 2. Historically, Town staff has discouraged property owners in this and other similar neighborhood from pursuing approvals for ADUs because a ADU may violate the neighborhood's protective covenants.
 3. The covenants discuss a "detached single family dwelling". While the intent for the restriction is unclear, the proposed ADU is attached and contained within the existing single-family dwelling building footprint. The limited proposed exterior alterations will continue to external appearance of the structure as a "detached single-family residence". The potential impacts of this type of an ADU will have no greater effect than a single-family dwelling. As such Staff has concluded, in this situation, that the R/LD zone district allows ADUs as a conditional use and should be applied to the subject application.
- Jared noted that the subject property complies with all setbacks as stated in UDC §3.2.4.B, with one exception -- The existing structure extends into the side yard setback on the west side of the property, by approximately 0.5'. Some of the proposed improvements, specifically the stairwell and driveway, are located within the western setback, but are permitted as setback projections pursuant to UDC

§3.8.3.F, Projections. The structure is considered nonconforming and is permitted to continue pursuant to UDC §7.4. In addition, this section permits internal remodeling and external expansion so long as the alternation does not create a new or increase the intensity of the nonconformity. The proposed ADU and site improvements do not increase an existing or create a new nonconformity. Therefore, the proposal meets the minimum setback requirements of the R/LD zone district.

- The maximum building height permitted in the R/LD zone district is 27 feet. The proposed improvements do not alter the height of the structure.
- The subject property is 6,678 square feet in size and is permitted a maximum of 52% (3,473 square feet) of the lot to be covered with impervious surfaces. The property has an existing impervious area of 2,215 square feet (33%). The proposed improvement adds an additional 615 square feet of impervious area, which brings the total proposed impervious area to 2,830 square feet or 42%. The proposed improvements comply with the maximum impervious lot coverage.
- The ADU standards as defined in UDC §4.4.4 are found on page 25 of the meeting packet. At 365 square feet, accessed by a separate door and containing one bedroom, one bathroom and a cooking facility, the ADU as proposed meets all standards.
- The proposed modifications, specifically the stairwell and driveway, will reduce the amount of landscaped and irrigated area, but do not impact the property's compliance with this section.
- The proposed changes have minimal impact on the exterior of the structure. A below grade door and window well are proposed, but generally conform with the design of the structure.
- UDC §5.8.3. requires 2.5 parking spaces for the primary dwelling and 2 spaces for the proposed ADU. UDC §5.8.3.F.1 allows all fractional space requirements of 0.5 or less to be rounded down, therefore the total parking requirement for the proposal is 4 spaces. The primary dwelling has one space in the garage and one space in the driveway. The application is proposing a new driveway on the west side of the lot which measures 18 feet wide by 32 feet long. This area will accommodate 2 parking spaces. Thus, the proposal complies with the required 4 parking spaces.
- There are no proposed above-grade improvements, so solar access requirements as stated in UDC §5.12 do not apply.

Jared listed the four review criteria for site plan approval as enumerated in UDC §2.5.3.C:

1. The site plan meets the purposes of the zoning district in which it will be located and is consistent with the Comprehensive Plan;
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable;
3. The site plan complies with all applicable development and design standards set forth in this Code; and,

1/12/2023

4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale, or the decision-making body finds that such traffic impacts will be sufficiently mitigated.

Staff recommends that the following motion be approved:

Move to approve a Minor Site Plan Review for an Accessory Dwelling Unit to be located at 570 Redstone Ave, Carbondale, Colorado, with the following conditions and findings:

Conditions

1. The Accessory Dwelling Unit's ownership shall not be legally severed from ownership of the associated lot and any other structures on such lot.
2. The Accessory Dwelling Unit shall not have separate water or sewer service.
3. All other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
4. The Applicant shall also pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.
5. The applicant shall apply for and receive a building permit as required.

Findings for Approval - Site Plan Review Criteria

1. The site plan meets the purposes of the R/LD zone district and is consistent with the 2013 Comprehensive Plan.
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable.
3. The site plan complies with all applicable development and design standards set forth in the Unified Development Code.
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale.

Questions for Staff

Jarrett asked about the terminology describing the ADU, noting that he couldn't find an adequate explanation for the distinction between an absorbed versus and attached ADU.

Jared acknowledged that was an item to consider for future discussions, noting that there currently is an assumption that the ADU attached however that may occur and it is contained within the primary structure regardless. He thought it might be helpful to add clarification whether that attachment is internal versus external.

Jay asked that since the size of the ADU is governed by the size of the house in some zoning districts, does that affect the square footage requirement of the existing structure when an ADU is proposed.

Nicholas asked for clarification regarding the encroachment of the building envelope into the easement.

Jared answered in the affirmative, noting that that portion of the house does extend into the setback, but the addition doesn't increase the nonconformity of the existing building envelope.

Nicholas requested that for future applications, a realistic portrayal of the proposed changes from street view be encouraged because it was difficult to interpret what was being planned based on the provided drawing in this application.

Jared thought that certainly could be requested as a requirement at the Town's discretion. He explained that they do try to right-size requirements based on the application's complexity.

Nicholas asked if the driveway had a positive or negative grade slope.

Jared explained that the house sits above grade, so the driveway is sloping up.

Nicholas pointed out that if there will be an increase in creative housing solutions such as the application before them tonight, he would like to see a more rigorous list of required attachments so commission members can fully understand the proposal.

Jay agreed, noting that the additional work may help the applicant and protect the Commission if there is stiff opposition from neighbors or the community. He added that in reviewing the situation of the windows and stairwell within the setback, he was concerned that there wasn't a signed declaration from the easement holder.

Jared replied that while there isn't anything in writing from the easement holder, the Public Works Director did review the application and didn't think there would be an issue.

Jay asked that a condition requiring a signed agreement from the easement holder be added to the approval.

Nicholas noted that if a problem is noted with the easement, the stairs could be moved, so that wouldn't stop the project.

Jay asked that a discussion regarding curb cuts also be considered for a future meeting, noting that he would like to see more stringent requirements in the Unified Development Code so street-side parking is protected.

Jared replied that the Public Works Director also reviewed the currently proposed curb cut and didn't have any concerns in this situation because Redstone Avenue doesn't experience a high level of on-street parking and given the location of proposed driveway and the neighboring existing driveway, there is limited impact, and any on-street parking would most likely be utilized by the applicant.

Nicholas asked if there was a specific policy on multiple curb cuts, noting that there are locations around town where multiple curb cuts are actively discouraged.

Jared pointed out that the code as currently written allows curb cuts at the Town's discretion.

Nicholas commented that while these seem like small details, in the arc of the town's development at some point there will be a threshold where things get pushed too far.

Kade added that in some neighborhoods without a high threshold of parking, the added curb cuts eliminate landscaping and visibility, and he wondered if that is something Carbondale will accept.

1/12/2023

Questions for Applicant

Nicholas asked Walter to explain how much of the foundation would be exposed. He asked if the window well would alter the surrounding landform.

Walter replied that they will be exposing a couple feet, explaining that the window will be at grade with the driveway to ensure there is adequate light in the apartment. He explained that the driveway is steep on the other side and doesn't want the driveway on the other side to be as steep.

Nicholas asked if the staircase railing will meet code. He also asked if the applicant had some sense of who owns the utility easement.

Walter explained that the electricity is in the backyard and water is located on the east side. He was sure there wasn't anything on the west side because he has dug in that area without finding anything.

Motion to close the public hearing

Nicholas made a motion to close the comment portion of the public hearing. Jarrett seconded the motion, and it was approved unanimously.

Commissioner Discussion

Jarrett noted his surprise at the lack of public comment, given the number of Colorado Meadows property owners at other public hearings.

Jess asked if the covenants are still enforced.

Jared didn't know if there was an active Architectural Control Committee or how long it has been since there was.

Nicholas commented that someone did try to revive the design review committee in the recent past.

Jay explained that if the association is defunct, they will need to restructure and reinstate as a formal entity with formal, regular meetings. He noted that until then, the covenants aren't enforceable.

Jared pointed out that any homeowner can bring a lawsuit, but it would be up to the judge to decide if there is merit and whether the ACC is perceived as active or not.

Nicholas thought the Commission should anticipate more conflicts in the coming years, despite encouraging homeowners to come up with creative housing solutions.

Jared agreed that that is a good reason to consider the types of restrictions the Town would want to place and where they would want to place them, and then place those restrictions in documents enforceable by the Town.

Jay proposed Condition #6: Verification from easement holders for approval of proposed conditions within the easement.

1/12/2023

Motion

Motion Passed: Nicholas ***moved*** to approve a Minor Site Plan Review for an Accessory Dwelling Unit to be located at 570 Redstone Ave, Carbondale, Colorado, with the following conditions and findings:

Conditions

1. The Accessory Dwelling Unit's ownership shall not be legally severed from ownership of the associated lot and any other structures on such lot.
2. The Accessory Dwelling Unit shall not have separate water or sewer service.
3. All other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
4. The Applicant shall also pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.
5. The applicant shall apply for and receive a building permit as required.
6. Verification from easement holders for approval of proposed conditions within the easement.

Findings for Approval - Site Plan Review Criteria

1. The site plan meets the purposes of the R/LD zone district and is consistent with the 2013 Comprehensive Plan.
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable.
3. The site plan complies with all applicable development and design standards set forth in the Unified Development Code.
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale.

Jarett ***seconded the motion***, and it was ***unanimously approved***.

Yes: Jay, Nicholas, Jerrett, Kim, Kade, Jess

No: none

Staff Update

Jared commented that they have interviewed several candidates for the Planner position. He noted that two Major Site Plan applications have been submitted in the last few weeks – one is for the Roaring Fork School District Employee Housing on Meadowood Drive and the other is for a mixed-use building the will house ANB Bank. He added that both applications are currently in a completeness review.

Nicholas asked why ANB Bank's original application was denied.

Jared replied that at the Board of Trustee level there was concern about the drive through, there were questions regarding the applicant's desire to relocate just a few blocks down the road and the lack of a definitive mixed-use component.

Jay added there was the added concern of the abandonment of an existing bank.

Nicholas noted the struggle to address the Highway 133 corridor in the Comprehensive Plan update process. He pointed to community members' concern with the sea of asphalt at the City Market and how it occupies space and juxtaposed that with the Builder's First Choice design.

Kade commented that the Highway 133 corridor does divide the community but thought that that feature should be embraced and even embellished as the entrance to not only Carbondale, but Redstone, Marble, McClure Pass, and the North Fork Valley. He reminded the commission members that the development of a transportation master plan has been endorsed by the BOT with the Bike, Pedestrian and Trails Commission developing some of the topics like Complete Streets. He thought it was a good idea to hire consultants to solve very specific problems.

Discussion ensued regarding the Highway 133 corridor, its character, design guidelines, and infrastructure.

Jared reminded the commission members that Town staff is currently at capacity and there isn't funding earmarked in the 2023 budget for this endeavor. He noted that the Transportation Master Plan will include a portion of Highway 133 and safety improvements, but he wasn't sure how in-depth that topic will be covered. Jared added that there has been some conversation with the Colorado Department of Transportation regarding Main Street revitalization as well as Highway 133, but there is some circularity when it comes to addressing these corridors.

Commissioner Comments

There were no Commissioner comments.

Motion to Adjourn

A motion was made by Nicholas to adjourn, Kade seconded the motion, and the meeting was adjourned at 8:03 p.m.

**MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
February 1, 2023**

CALL TO ORDER

Michael Stout called the in-person meeting of the Carbondale Public Arts Commission to order in Town Hall Room 1 at 5:30 pm on February 1, 2023.

ROLL CALL

The following members were present for roll call:

CPAC Members: Michael Stout, Chair
 Ann Harris, Member
 Britni Johnson, Member
 Suzanne Frazier, Member
 Brian Colley, Member

Town Staff Present: Laurie Lindberg, Town of Carbondale Staff Liaison
 Luis Yllanes, Board of Trustees Liaison

CONSENT AGENDA

Motion Passed: Britni *moved* to approve the minutes from the January 4, 2023, meeting. Ann *seconded* the motion, and it was *unanimously approved*.

PERSONS PRESENT NOT ON THE AGENDA

Annette Roberts-Gray attended the meeting as a potential applicant to the Commission.

2022 YEAR-TO-DATE BUDGET RECAP

Michael commented that the year-to-date budget recap was the same as the previous month.

CAFÉ UPDATE

Laurie commented that 9 applications have been submitted but there were installation questions on a couple of them that might reduce the number of applications.

Discussion about potential scenarios if there are not enough applications to fill the allotted 15 locations.

Discussion about potential scenarios for next year with a reduction in the number of sculptures while offering a higher honorarium.

Michael noted that he and Brian have shared their list of local artists with CAFÉ information.

Suzanne asked if anyone has contacted Anderson Ranch, noting that she has a few contacts associated with this organization.

Laurie pointed out that the Art Around Town CAFÉ has been included in recent versions of the Town Manager's weekly report, as well as the Sopris Sun. There have also been 50,000 views/interactions on Facebook marketing. CAFÉ did another email blast on 2/1, which serves a national database.

ART AROUND TOWN WALK

Discussion about the reception and a scheduling conflict for Michael on June 1st. He suggested the Art Walk/Reception be moved to June First Friday or a week later Thursday, June 8th.

Laurie stated that the June 1st walk/reception is on the Special Events Calendar and that committee would need to be contacted about a possible change, etc. Public Works also has a set schedule for the deinstalls/installs and changing the dates wouldn't work for PW schedule.

Luis stated that a change in date was possible, but the Special Events Committee would need to be contacted.

Discussion about potential dates and locations for the reception.

ADJOURNMENT

The February 1, 2023, regular meeting adjourned at 6:20 pm. The next regularly scheduled meeting will be on March 1, 2023, at 5:30 pm.

Respectfully submitted,
Laurie Lindberg

**MINUTES
CARBONDALE HISTORIC PRESERVATION COMMISSION
January 5, 2023**

CALL TO ORDER

Nick Miscione called the in-person/virtual January 5, 2023, meeting to order at 6:30 p.m.

ROLL CALL

The following members were present for roll call:

| | |
|---------------------|---|
| Members: | Nick Miscione, Chair Eric Doud, Member Kim Magee, Member Melissa Jones, Member Eric Sechrist, Member John Williams, Member Heather MacDonald, Alternate |
| Town Staff Present: | Jared Barnes, Town of Carbondale Planning Director Kae McDonald, Boards & Commissions Clerk |

CONSENT AGENDA

Motion Passed: Eric Sechrist ***moved*** to approve the Carbondale Historic Preservation Commission (CPHC) meeting minutes from December 1, 2022. Melissa ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

There was no one present, not on the agenda, to address the commission.

2023 GOALS AND OBJECTIVES

Jared reminded the commission members that this topic was an opportunity to identify any large projects they would like to complete in 2023 that might involve Town of Carbondale staff time. He noted that one project that is already in progress is the historic plaque program.

John commented that Kim and Heather have been working diligently on the plaque program, but for a variety of reasons, the first round wasn't completed in time to utilize the 2022 budget allocation earmarked for this project. He voiced his opinion that he would like to see that funding rolled over into the 2023 budget.

Jared replied that while he was sympathetic to the Commission's plight, given the constraints of municipal recordkeeping and audits, there is only a small amount of flexibility in paying invoices after the end of the year and those invoices must still be dated by December 31st. He emphasized the fact that due to a variety of legal constraints municipal budget allocations can't be rolled over from one year to the next, but he pointed out that any unspent funds merely get reallocated to the general funds. Jared thought there was a good chance the Board of Trustees might consider additional funding later in 2023 if the program proves successful.

Heather explained that there has been some back-and-forth with property owners to gain their approval and that it has been a longer process than anticipated.

Kim added that she was surprised at the number of roadblocks they have faced in initiating the program but noted there might be silver lining because Heather may have a lead on a sign manufacturer that is more affordable and may produce a more visually pleasing sign.

Heather committed to contacting the sign manufacturer as soon as possible and will report back once she has a quote. She noted that if the lettering and photographs are etched rather than printed it will produce a more visually appealing sign.

Eric Doud asked what was allocated to the Historic Preservation Commission in the 2023 budget.

Kae explained that the HPC was allocated \$11,000.00, of which \$7,500.00 is earmarked for the design guideline updates.

John reiterated his desire to get the signs committed for 2022 printed and then move on to those anticipated for 2023, using funds from the general fund to balance everything out.

Jared replied that it would be best to wrap up the 2022 endeavor with a complete accounting before embarking on new signs so there would be a good gauge as to the actual costs.

Nick agreed and thought it best to wrap up the initial eleven signs as soon as possible.

Eric Doud suggested that an event should be planned that recognizes a preservation project

CERTIFIED LOCAL GOVERNMENT GRANT

John commented that he would like to see the Accessory Dwelling Unit code requirement in the Old Town Residential Zone District relaxed so the requirements are applied uniformly throughout Carbondale. He thought it would be appropriate to include that as part of the OTR design guidelines.

Kae provided a brief update on document changes based upon a review of the draft grant application by the Certified Local Government administrator. Specifically, she noted that translation costs were added to the proposed budget and the results of the Comprehensive Plan Update survey results were more fully incorporated into the Public Benefit section. Kae asked that if any commission members had specific experience administering projects or grants, to please contact her via email with those examples.

Nick reminded the commission members that Carbondale was supposed to host a regional conference in 2020, but the event was cancelled due to Covid. He thought it might be useful to explore the possibility of hosting an event.

Jared agreed and noted that the CLG administrator had mentioned that possibility during their meeting. He thought it might dovetail with Eric Doud's suggestion regarding a preservation project recognition event, possibly once the Dinkle Building's renovations are complete.

Eric Doud asked for confirmation that the \$7,500.00 earmarked for this project has been included in the 2023 budget.

Jared confirmed that this was the case. He went on to explain that there are several strategies that can be used when applying for grants – providing a full accounting of matching funds up front or asking for the full amount available as a grant and using only the matching funds required to balance the project budget while stating their willingness to accept a partial grant award. He asked the commission members how they wanted to proceed.

Kae pointed out that using the matching funds is another way to demonstrate both community and local government support for the project.

Nick commented that he preferred to apply for the full amount available, noting that it is important to start out with clear objectives and make sure that there are sufficient resources to achieve them. He also pointed out that the budget for translation services might be underfunded.

Jared agreed that having the funds to achieve the stated objectives was important, adding that by keeping back a part of the matching funds any unforeseen expenses can still be covered.

Eric Doud noted that he sent out a letter to his neighbors asking them to submit letters of support.

Jared suggested that emailed letters of support would also be helpful. He noted that those letters or emails of support will backup the statements made in the Comprehensive Plan.

Eric Doud commented that he would also like to explore ways to institute some level of design review for those Structures of Merit that are located outside the OTR.

John pointed out that those Structures of Merit are included in the Historical Society Walking Tour maps. He thought it important to include them in any recognition programs.

Nick noted that there are also historic buildings in Satank.

John provided a brief historical background on how Satank and Carbondale competed for status as the primary railroad stop.

Nick suggested another goal for 2023 would be to maintain Carbondale's status as a Certified Local Government and encouraged commission members to take a historic preservation course to satisfy the continuing education requirement.

Eric Sechrist asked how important it was to demonstrate community support.

Kae replied that community support was essential for the grant application because it demonstrates a commitment to historic preservation that goes beyond Town staff.

OTHER BUSINESS

Jared updated the commission members regarding the status of interviews for the Town Planner vacancy. He also noted that two large planning applications had been received by the department – one application is for the Roaring Fork School District employee housing located along Meadowood Drive and the other is a mixed-use building anchored by American National Bank just south of the City Market Fueling Station – but that these applications are unlikely to come before the HPC. Jared added that there have been preliminary conversations regarding a few parcels in the Historic Commercial Core and that if these projects progress, they are likely to come before the HPC. He pointed out that the pre-development agreement for the Town Center lots will be reviewed by the Board of Trustees at the upcoming meeting on Tuesday, January 10th and, if approved, the consultant can begin preliminary fact-finding and explore grant opportunities. Jared assured the commission members that he has consistently reminded the BOT that this parcel is in the HCC and has encouraged them to begin consulting with the HPC as early as possible.

ADJOURNMENT

The January 5, 2023, regular meeting adjourned at 7:42 p.m. The next regular meeting is scheduled for February 2, 2023, at 6:30 pm.

**MINUTES
BIKE, PEDESTRIAN, AND TRAILS COMMISSION
February 13, 2023**

CALL TO ORDER

Matt Gworek called the virtual meeting of the Bike, Pedestrian and Trails Commission to order at 6:01 pm on February 13, 2023.

ROLL CALL

The following members were present for roll call:

BPTC Members: Matt Gworek, Chairperson
 David Clair, Member
 Alex Rawal, Member
 Rick Blauvelt, Member

Town Staff Present: Kevin Schorzman, Staff Liaison
 Chris Hassig, Board of Trustees Liaison
 Kae McDonald, Boards and Commissions Clerk

CONSENT AGENDA

Motion Passed: Matt ***moved*** to approve the Bike, Pedestrian, and Trail Commission meeting minutes from January 9, 2023. Alex ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

There was no one present, not on the agenda, to address the Commission.

Matt noted that Niki Delson, representing the Carbondale Age-Friendly Community Initiative, would not be attending the meeting and as a result Agenda items #5 and #6 would be postponed for discussion at the March meeting. He added that national representatives from AARP are planning to visit Carbondale in April to produce a promotional video on CAFCI's walk audit work. He commended Niki and CAFCI for their role in this project.

DRAFT MULTI-MODAL MOBILITY AND ACCESS PLAN REQUEST FOR PROPOSAL

Matt opened the discussion by noting that Kevin's suggestion at the last meeting to work on the draft Request for Proposal with a smaller group produced the document included in this meeting's packet. Matt commented that through this process they are moving away from specific items and moving toward a statement of objectives for the RFP.

Kevin pointed out that a key item to keep in mind regarding the development of the RFP is to clearly explain the project objectives without inserting predicted outcomes. He added that the point is to hire a consultant who has more

knowledge than the group and can provide recommendations and guidance and then through the development of the plan, lead discussions regarding the specific items that should be included in the plan.

Matt noted that in the process of crafting the RFP they moved away from the bullet points developed at last month's meeting to a more general idea of what the project goals are. He added that he is satisfied with the current product and that the bullet points will also be used to guide the consultants as well as gauge the RFP responses.

Rick commented that although he was concerned that the earlier drafts didn't convey the Commission's desire for something exceptional – because Carbondale is a model community and he would like the document to capture the conviction that as Carbondale grows it is important to retain bike and pedestrian corridors for transportation. Rick acknowledged that those ideals are more strongly represented in the current draft.

Matt explained that one item that he wants to ensure is contained in the plan is that growth is factored into it, especially considering the anticipated development of Downtown North.

Rick concurred, commenting that he wants the plan to be sustainable and that it should be proactive, not reactive.

Matt noted that that is contained in the second bullet point: "Provide a road map to preserve and strengthen Carbondale's pedestrian and bike infrastructure in a rapidly changing environment."

Rick noted that one of the changes he suggested that wasn't included in the current draft was under the first bullet point on page 2 "Develop an interconnected, integrated, and safe multi-modal system" he had asked to add: "that is sustainable as Carbondale grows and is a critical element in the Town's planning and development and approval process."

Kevin replied that the consultant only has control over developing a plan that interconnects the various goals and objectives and then it is incumbent upon Town staff, the Board of Trustees and the Bike, Pedestrian and Trails Commission to follow up in codifying those recommendations in the Unified Development Code.

Rick thought that the consultant should at least be able to make recommendations about how the plan is used. He conceded that there was some redundancy in the RFP and these items may be included in other passages.

Matt suggested retaining the first part of Rick's statement and substitute "consider this in all growth and development decisions."

Alex thought it was important to include the term “Sustainability,” even though the concept is touched on in other ways. He agreed with Kevin that it is the BPTC’s responsibility to make sure it is included in planning reviews.

David noted that while there are two sections comprising the RFP -- a section of background and objectives, there is also another section that describes the scope of services – and asked for an explanation of the difference between the two.

Kevin replied that the Background and Objectives section is a broad statement, while the Scope of Services is not specific to a concept, but to a task.

David pointed out that one of the bullet points in the Background and Objectives section states, “Ensure the planning and development process considers pedestrian, bicycle, and transit infrastructure as a critical element,” and wondered if that concept had been captured in the Scope of Services.

Matt replied that from his perspective, consultants responding to the RFP will develop recommendations in accordance with the scope of services and will do so by taking into consideration the stated background and objectives. He thought it might be helpful to add a bullet point to that effect.

Chris thought that the first bullet point under Scope of Services captured the spirit of the background and objectives but thought the point could be elaborated by referring to the nine goals and objectives listed.

Kevin replied that David’s question ties back to his previous comment – what they are telling the consultant is that they want this plan to be used for that purpose, but directing developers to use it should come through the UDC and not this plan. He explained that the reason for that is because if you tell too many people that they must look through too many documents, it might be missed, but if it is in the UDC it can be clearly spelled out and captured during the planning process.

Matt commented that he wants the consultant to say, “these are ways in which you might alter your development plan to accommodate a multi-modal plan,” and then the Town can decide how to incorporate it into the UDC.

David agreed and thought they if items aren’t addressed those will be captured through the review process.

Kevin thought that was a good point and pointed out that the Commission will continue to be involved throughout the development of the plan.

Chris thought the RFP was well done.

Alex agreed with Chris. He noted that he didn’t see anything in the objectives regarding minimum design standards and wondered if it could be included as an objective or deliverable.

Matt thought that was a good point.

Chris pointed out that the Complete Streets policy that includes strategies for traffic calming is included in the Backgrounds and Objectives section.

Rick thought that was an oversimplification of the Complete Streets concepts and he thought that that should have been expanded.

Chris pushed back, explaining that his interpretation of Complete Streets was an urban solution and because Carbondale only has about 20 streets -- each of which presents its own unique set of circumstances -- it would be difficult to develop standards that could be applied equally.

Matt replied that the Complete Streets concepts can be anything you want them to be. He added that one of the most important things to come out of the Multi-modal Plan is not just what the Town is today, but what the Town is going to be in the future. He stressed the importance of denoting how the streets are used, how they are going to be used and how they can be designed to fit that use. He thought that was one of the most important items they will get back from this process.

Chris commented that while he understood the objectives, he thought being too detailed with the design standards seems like it may lock you into one mode that may become unworkable. He added that he thought Highway 133 was one corridor that everyone can agree needs standards and that there might be some corridors that can be identified for continuity and connectivity, as well.

Matt replied that if consultants are addressing traffic calming, interconnected systems, or pedestrian patterns, it will be hard not to include design standards.

Kevin added that under the third point in the scope of services, the second bullet point states "Evaluation of primary and secondary road and non-motorized bicycle, pedestrian, and trail uses. Analysis of how these uses will be impacted or change due to growth. Recommendations and design alternatives based on current and future uses and gaps which will achieve the town's multi-modal objectives." He noted that they are specifically asking for alternatives because they don't want to be dictated measurements.

Alex commented that he wants to push for consistency across town – that crosswalks look the same regardless of their location, for example.

Rick wondered if the reference to Complete Streets in the last bullet point on page 1 should be deleted. He explained that in his opinion Complete Streets means more than just traffic calming.

Matt agreed that Complete Streets means different things, and if the consultant recommends that it is helpful for fundraising, for example, those concepts will be useful. He did think that the page 1 reference could be taken out.

Alex pointed out that the bullet points at the top of page 2 touch on many of the Complete Streets elements.

David noted that Complete Streets is also referenced on page 2: "When developing the M3AP, the selected consultant should ensure that components of the plan are consistent with the principals of Complete Streets and Vision Zero as well as the Bike, Pedestrian and Trails Commission's definition of a multi-modal corridor," and also thought the isolated reference on page 1 could be deleted.

Kevin noted that the bullet points listed on pages 1 and 2 came directly out of the Comprehensive Plan and they could be left in or taken out. He appreciated Alex's comment regarding uniformity and suggested adding "including standardization of multi-modal techniques utilized throughout the town" to Item 3, bullet point 2 in the Scope of Services Section. Kevin added that he will also recommend that at least one commission member be included on the RFP selection committee.

Rick asked what the timeline was for RFP advertisement and selection.

Kevin replied that it would be placed on the Board of Trustees agenda for approval in March, with the consultant selection taking place in April.

Kevin reminded the commission members about the upcoming check-in with the Board of Trustees on Tuesday, February 21st and suggested that the Multi-Modal Mobility and Access Plan be promoted at that time.

Matt commented that he is planning to attend the check-in and welcomed anyone else who would like to attend.

ADJOURNMENT

The February 13, 2023, regular meeting adjourned at 6:56 p.m. The next regular meeting is scheduled for March 6, 2023, at 6:00 pm.

Respectfully submitted,
Kae McDonald

MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
February 8, 2023

Hollis Sutherland called the meeting of the Carbondale Parks & Recreation Commission to order at 7:02 p.m. at Carbondale Town Hall on February 8, 2023.

ROLL CALL

The following members were present for roll call:

| | |
|---------------------|---|
| Members: | Hollis Sutherland, Chair Rose Rossello, Vice-Chair Susan Rhea, Member Drew Sorenson, Member (Late) Leslie Keery, Member John Williams, Member Ashley Hejtmanek, Member Misha Logan, Youth Member |
| Town Staff Present: | Eric Brendlinger, Parks and Recreation Director Margaret Donnelly, Recreation Center and Programs Manager Luis Yllanes, Board of Trustees Liaison Kae McDonald, Boards & Commission Clerk |

CONSENT AGENDA

Motion Passed: John Williams *moved* to approve the minutes from the January 11, 2023, meeting. Susan Rhea *seconded* the motion, and it was *unanimously approved*.

ITEMS FROM CITIZENS PRESENT NOT ON THE AGENDA

There was no one present, not on the agenda, to address the Parks & Recreation Commission.

TRUSTEE WORK SESSION DRAFT AGENDA & TALKING POINTS FOR FEBRUARY 21ST, 2023

Hollis informed the commission members that at the direction of the Town Manager a draft memo was crafted for the upcoming February 21st Work Session to supply background information to the Board of Trustees thereby freeing up more time for discussion. She noted that they have been allotted 40 minutes and to please let her know if a commission member would prefer a different assigned topic or would prefer not to present a topic at all. She also asked if, after review, commission members would like to add another topic, to please let Eric know no later than Friday, February 10th.

Susan wondered why the Resource Guide was not included in the meeting packet and she also wondered if anything new had been added to the guide.

Eric replied that because of size constraints, the Resource Guide wasn't included in this meeting's packet, but assured her that it would be included in the Board of Trustee Work Session packet along with a blank parks assessment tool and a recap of the Girl Scouts participation in choosing the Hendrick Park playground equipment.

Luis advised that it was important to leave sufficient time to allow for any questions from the Trustees. He also noted that from a Trustee standpoint, it would be helpful to focus on the most important points.

Hollis added that in the past, the Town staff liaison would usually provide the advisory commission update, but that the current Town Manager wants to see more interaction between the various boards and commissions and the BOT.

Luis commented that the Parks & Recreation Commission was a highly functional commission with a lot of projects to oversee, but he recommended keeping a "30,000-foot" perspective during their presentation. He thought there would likely be many questions about the new aquatic facility.

Eric pointed out that this is also the Commission's opportunity to get direction from the BOT and those topics that require discussion such as the Chacos Park Master Plan and an alternative funding source for the aquatics facility have been allotted more time. He noted that another topic that might require additional time is the Nature Park and whether it should have a stand-alone Master Plan or to include it in the 10-Year Master Plan – if addressing the various demands on the Nature Park can be put off for that length of time.

REVIEW OF CEMETERY SOFTWARE QUOTES FOR APPROVAL AND PURCHASE

Eric commented that he has been reviewing quotes for software to help the Town better manage their cemeteries. He noted that the quotes were based upon the following considerations:

- Would like a cloud-based software system
- Must digitize the existing paper maps
- Integrate the Geographic Information System data
- White Hill Cemetery has 1,112 plots and assuming there will be less than twelve internments per year for the new section
- Evergreen Cemetery has 1,176 plots and assuming there are six to twelve internments per year

Eric noted that each proposal satisfied the Town's base needs. He explained that although CemSites was the most expensive, there was an opportunity to add different modules and they had the best customer service. Eric pointed out that Chronicle's home base is Australia, but they do have a base of operations in Florida; he liked the fact that the drone aerial survey was included in the cost of purchase. Eric commented that the drone aerial survey was not included in the Cims software purchase cost, but they produced the best maps and their software could facilitate the mapping of the six cremains allowed in Carbondale cemetery plots.

Susan commented that while she understood the need for bringing the cemetery records up-to-date, she wondered what the timeline for sunsetting the software would be if all the plots have been sold.

Eric replied that it was essential the Town have GPS locations for each plot and historically the mapping hasn't been accurate.

Susan asked how many new plots would be available at White Hill.

Eric replied that there are 500 existing and 700 new plots. He explained that the software purchase is timely because the new Town Clerk is onboarding and he hopes to involve her in the decision.

Ashley asked if there are any public-facing features in the software. She noted that it would be an important feature to let people explore.

Eric replied that they can grow the software to be public-facing, but it won't initially be utilized.

Drew asked if Eric knew the cost to complete the aerial drone survey.

Eric replied that he hasn't yet been able to determine what that would cost.

Hollis commented that the CemSites proposal seemed robust, but noted the limit on the number of users.

Eric replied that there would only be three users at the Town – himself, Russell and the Town Clerk.

John asked if, disregarding the cost, the services were equal.

Eric answered in the affirmative and added that it would be a major improvement over what they have now.

Ashley thought that, given the relatively low numbers of inputting (12 to 20) on an annual basis, Eric might be able to negotiate a lower annual cost for support.

Hollis asked Eric what he thought were the most important services. She also asked if references were provided with each quote.

Eric replied that maps and GPS coordination were paramount so Town staff is confident they are putting the burials where they are supposed to be. He added that he liked the Cims map because they have distinct symbols for various actions. He commented that, to date, he has been communicating with salespeople, but he thought they would be willing to provide references. He noted that he is concerned about Chronicle because they are primarily based out of Australia. Eric explained that the allocation in the 2023 budget is adequate for the purchase of the software.

Ashley advised Eric to doublecheck whether the accumulated data is proprietary to the software company or whether that information can be shared with the Town's GIS consultant.

RED HILL TRAIL USER NUMBERS 2022 REPORT (11 MONTHS)

Eric explained that they were able to gather eleven months of data – from February through December – in 2022 from the infrared trail counters. He added that the numbers actually represent “heart beats” and in addition to human users, the counters capture the number of dogs and other animals passing by. Eric noted that they plan to install a fifth counter that will be installed in the ground to isolate the bike traffic. Counts of note include:

- There was a total of 63,776 individual users.
- Despite being in the middle of mud season, April is the busiest month. Eric noted that education is still needed to highlight the amount of damage being done to a trail while it is muddy and that the Red Hill Council, Bureau of Land Management, and Roaring Fork Outdoor Volunteers are collaborating on that messaging.
- There is a daily average of 226 users and while there might be a slight uptick on the weekends, weekday use highlights the ease of accessibility from Carbondale for a quick lunchtime hike or bike.
- The lower numbers on B-Line denote its challenging terrain.
- The data has been shared with the Red Hill Council.

Susan commented that the area she is concerned about is the upper third of Ruthies Run – there is no formal trail route and as a consequence there is a lot of erosion. She also noted that off-leash dogs are a concern and wondered who was responsible for enforcement.

Eric replied that the Town of Carbondale, the Red Hill Council, the Bureau of Land Management and Roaring Fork Outdoor Volunteers are collaborating on a trail project for that area. He pointed out that the upper third of Ruthies Run is on BLM land.

CARBONDALE INTEGRATED WEED MANAGEMENT PLAN FINAL CHANGES

Eric explained that after the Parks & Recreation Commission reviewed the 2023 Integrated Weed Management Plan, he shared it with the Environmental Board and other Town staff for their input. He commented that the plan included in the meeting packet has incorporated comments and requests from those groups and will be presented to the BOT for approval at the upcoming February 14th meeting. Eric noted that the revegetation techniques was missing from the reviewed plan, but that has been added to the final document.

Hollis wondered if it would be possible to develop a revegetation section to add to each of the park spreadsheets.

Eric replied that although he would like to maintain a stand-alone revegetation spreadsheet, he thought it might be helpful to add a section to the park-specific spreadsheets.

REPORT & UPDATES: STAFF AND COMMISSION MEMBERS

Eric Brendlinger, Parks and Recreation Director:

- The Quarterly Director's Report for October, November and December 2022 is included in the meeting packet.
- The RFP's for the Aquatic Facility Architectural Design and Construction Services will be released on Thursday (February 9th). If any commission members are interested in participating in the RFP review process, please let Eric know. WEMBER helped produce the RFP's and all questions and proposals are being funneled through WEMBER relieving Eric of a lot of work.
- Crystal River Restoration Project meeting with potential contractors took place last week. A lot of contractors came to the meeting. Eric hopes that is a good sign for RFP response and they can get the project completed this summer. He explained that the RFOV project for replanting the upper level will be

postponed until May 2024 to avoid any construction conflicts.

- The Town is accepting applications for an Aquatics Coordinator and have received several to date.

Margaret Donnelly, Recreation Programs and Facility Manager:

- Fall/Winter programming including youth basketball, youth hockey, and broomball will wrap up in the next few weeks and new programming including pickleball ladder leagues, winter volleyball, and youth climbing has either begun or will begin soon.
- The next Older Adult trip is planned for Consensual Improv at TACAW on February 10th.
- All drop-in programs (adult pickleball, basketball and soccer) continue, and all drop-in fitness classes are continuing with the exception of Total Body Strength Circuit because Kelly has accepted a full-time job with the Town of Carbondale.
- The photo competition for the Puzzle & Pie night has closed. The event is planned for Sunday, February 26th and 37 teams have registered with registration closing on Monday, February 13th. Uncle's Pizza will be providing the pizzas at a discount.
- Green is the New Black is scheduled for March 9th through 11th.

Susan Rhea, Parks & Recreation Commission Member:

- Susan noted that at a combined Senior Matters/Carbondale Age-Friendly Community Initiative (now known as Age-Friendly Carbondale) they were discussing their upcoming participation in the Parks assessment this spring. She noted that not all aspects of the OLAT tool apply to each park and she wondered if a park-specific document could be created with only those items that apply for the annual review similar to each Park's Weed Management Plan spreadsheet.
- Ashley expressed reservations about eliminating categories because that might skew the assessment in a particular way.

ADJOURNMENT

The February 8, 2023, meeting adjourned at 8:38 pm. The next regular meeting is scheduled for March 8, 2023, at 7:00 pm.

Respectfully submitted,
Kae McDonald



Seed Peace

P.O. Box 128
Carbondale, CO 81623
seedpeace.org
community@seedpeace.org

02/15/2023

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Town of Carbondale,

Seed Peace thanks you for your incredible generosity (as do the seeds, the plants, the pollinators, our young farmers, those without consistent access to healthy local produce, and the Roaring Fork Valley foodshed as a whole). Thank you so much for your generous contribution of **\$1467.00 paid via check on 1/10/2023**. This donation will further our mission to *accelerate the transition to regenerative farming and land management in the Roaring Fork Valley*.

We are extremely grateful for your interest in our work and in the health of the Roaring Fork Valley foodshed. Seed Peace is looking forward to another bountiful growing season; one filled with even more food donations, expansion of our seed research and innovation programs, more young farmers gaining vital skills, and exciting new collaborations. We've begun work catalyzing a local movement to bring together resources and make a true impact on the challenges in the way of a robust local foodshed, while avoiding duplication of work and reinventing the wheel. We invite any and all to reach out and get involved with this mission to reimagine how we grow and distribute food.

Seed Peace is classified as a 501(c)(3) non-profit organization by the standards of the Internal Revenue Service (IRS). Therefore, your donation may be tax-deductible to the extent allowed by law. Please keep this letter for your tax records.

With Gratitude,

Casey Piscura and the Seed Peace Board of Directors:
Raleigh Burleigh, Rick Carlson, Michael Thompson, Marcus Thackston, Siobhan Farey