CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 11, 2020

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

STUDENT OF THE MONTH
AWARD

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<th>TIME*</th>
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<tr>
<td>6:10</td>
<td>1. Roll Call</td>
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| 6:10  | 2. Consent Agenda  
| | a. Accounts Payable  
| | b. BOT 1/28/2020 Regular Meeting Minutes  
| | c. On-Call Electrical Services Contracts  
| | d. Recommendation for Appointment – Environmental Board | ATTACHMENT A  
| | | ATTACHMENT B  
| | | ATTACHMENT C  
| | | ATTACHMENT D  
| | | BOT Action Desired |
| 6:15  | 3. Persons Present Not On The Agenda | |
| 6:25  | 4. Trustee Comments | |
| 6:35  | 5. Attorney’s Comments | |
| 6:40  | 6. Special Event Liquor License – Ducks Unlimited | ATTACHMENT E  
| | | BOT Action Desired |
| 6:45  | 7. Special Event Liquor License - CoVenture | ATTACHMENT F  
| | | BOT Action Desired |
| 6:50  | 8. Special Event Liquor License – Carbondale Arts | ATTACHMENT G  
| | | BOT Action Desired |
| 6:55  | 9. 8th Street Multi-Modal and Traffic Calming Study Contract | ATTACHMENT H  
| | | BOT Action Desired |
| 7:30  | 10. Ordinance No. 2, Series of 2020 – 1201 Main Street and Development Improvement Agreement | ATTACHMENT I  
<p>| | | BOT Action Desired |</p>
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<td>11. Memorandum of Understanding – Multi-Jurisdictional Housing</td>
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<td>12. Minutes</td>
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<td>a. Planning &amp; Zoning Commission 12-12-2019 Minutes</td>
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<td>b. Environmental Board 11-25-2019 Minutes</td>
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<td>c. Thank You Letters – Community Requests</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A
Meeting Date: 02.11.2020

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 02.11.2020

DISCUSSION: The accounts payable include the purchase of 17 new computers for various departments. This is in accordance with our IT replacement schedule. $42,961.03 is being paid to the Playwell Group for new equipment at Triangle Park. This will be reimbursed so is a pass through to the Town. Repairs have been completed for the water system at Gateway Park. The January trash invoice from Mountain Waste is $31,271.53.

The payroll for 1.24.2020 was $167,179.99. Tax liability for the town was $9,551.69. Pension and Retirement liability was $10,426.68.

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

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## TOWN OF CARBONDALE

**Payment Approval Report - by GL No**

**Report dates: 1/24/2020-1/24/2020**

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| Amount | 1,289.70 |

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| Amount | 33.99 |

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| Amount | 1,241.07 |

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| Amount | 10.19 |

**Grand Totals:**

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MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 28, 2020

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on January 28, 2020, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Trustees
Dan Richardson
Marty Silverstein
Lani Kitching
Ben Bohmfalk

Arrived After Roll Call
Erica Sparhawk

Absent
Heather Henry
Luis Yllanes

Student Trustees
Diego Valdez
Grace Jardine

Staff Present:

Town Manager
Jay Harrington
Town Clerk
Cathy Derby
Finance Director
Renae Gustine
Public Works Director
Kevin Schorzman
Building Official
John Plano

CONSENT AGENDA

• Accounts Payable totaling $164,715.89
• BOT 1/14/2020 Regular Meeting Minutes
• BOT 1/21/2020 Regular Meeting Minutes
• Liquor License Renewal – The Homestead
• Liquor License Renewal – Winetime
• Liquor License Renewal – Peppinos
• Liquor License Renewal – 450 Teppanyaki
Trustee Bohmfalk made a motion to approve the Consent Agenda. Trustee Silverstein seconded the motion and it passed with:

4 yes votes: Richardson, Bohmfalk, Silverstein, Kitching

PERSONS PRESENT NOT ON THE AGENDA

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

TRUSTEE COMMENTS

Trustee Kitching stated that she attended two health insurance meetings. There were presentations on negotiating pricing.

Trustee Sparhawk arrived at the meeting.

Trustee Silverstein stated that he attended the Federal Mineral Lease District luncheon. The Town received a mini grant for the Miners Park Playground. The Fire District received a grant for a Brush Fire Truck. Trustee Silverstein also attended the Senior Matters meeting. They discussed conducting outreach to the senior community.

Student Trustee Valdez stated that the Roaring Fork High School Honor Society is undertaking a clothes drive. Student Trustee Valdez stated that he attended a meeting at the Basalt Library where they discussed starting a Latino Chamber of Commerce.

Mayor Richardson stated that last week he attended a reception for Nicolette Touissant who donated a painting to the Town. Trustee Silverstein added that there were three generation of the Thompson family in attendance. Mayor Richardson met with Shelly Evans, the Executive Director of Community Care, which is a community-wide health initiative focusing on substance abuse. Mayor Richardson said he sent the Board an email asking them if they want to comment on the Garfield County Public Lands and Natural Plan and Policies. They Board agreed that they didn’t want to make comments at this time.

ATTORNEY’S COMMENTS

The attorney did not have any comments.
DISCUSSION AND UPDATE ON TRASH

Kevin Schorzman stated that part of the single-hauler contract with Mountain Waste is that they must provide a quarterly report to the Town on their services. Mountain Waste started tracking incidents in November and Kevin presented highlights from the report:

Implementation of service went off without a hitch.

Diversion rates are almost 37% based on an estimate of volume of containers. Mountain Waste will be checking on diversion rates throughout the year.

There have been five lost/stolen cans and The Town and Mountain Waste agreed to split the cost to replace them. Replacement of future lost/stolen cans will be the responsibility of the customer.

The report contains a number of missed collection complaints. However, it was discovered that people were calling before the end of the day and collection wasn’t finished.

There have been 18 requests to opt out of the service because people have another way to dispose of their waste. Kevin stated that the Board originally agreed not to allow an opt out option because trash removal was considered a public health and safety service like water and sewer. Not allowing people to opt out enables Mountain Waste to calculate their revenue and overhead. If the Board decides to allow an opt out provision we would possibly have to renegotiate the contract because of the change in parameters.

Kevin noted that a handful of people have requested that there be a choice to suspend their service. We will probably receive more requests when RVR signs up because they had been allowed to suspend service with their current hauler. If the Town allows a suspension of service it may also trigger a contract renegotiation.

Discussion ensued.

Mayor Richardson reminded everyone that the reason the Town went with a single hauler was to increase waste diversion, minimize impacts on wildlife, and reduce the number of trucks on the road.

Mike Hinkley, Waste Management representative, told the Board that if the Town allows an opt out provision there is the possibility that people will go to another hauling service which could increase truck traffic. When they negotiated the contract they used tight calculations. Opt outs negatively impacts Mountain Waste’s revenue. Mike is opposed to an opt out provision.
Trustee Silverstein stated that the roll out has been spectacular. He asked if Silt has an opt out provision. Mike said no, but they have a suspension provision.

The Board asked if it would be cheaper to switch to a super saver can while away or make no changes due to the fee to switch can sizes.

Trustee Sparhawk asked if it would be possible to get a list of the people who want to opt out and the reason why. Kevin responded yes. Trustee Sparhawk asked how is recycling going? Mike responded that people are recycling more.

Several homeowners are overfilling their containers. Waste Management and the Town will be distributing education material in an upcoming water bill. After the education period ends homeowners will be fined for overloading their trash cans.

Discussion ensued on how difficult recycling is. It has to be hauled to Denver and it is becoming more and more expensive.

Trustee Bohmfalk asked would it be cheaper if we only accepted certain recyclables? Mike said it would make it more expensive because they would need to be put in separate bins. Trustee Bohmfalk asked to what extent is contamination driving up costs? Mike said it is a leading contributor to higher costs. Jay asked if their parent company is helping with buying power. Mike said they are hoping to build a distribution facility in town.

Mayor Richardson opened the meeting to public comment.

Mike Adams, Euclid Ave., stated he doesn’t use the trash service. He goes to the dump and pays $8 every three months. Having to pay a fee every month is not right. He doesn’t see a problem with opting out as long as you follow the disposal rules. People should be able to opt out with a written statement as to why they are doing so.

Trustee Bohmfalk stated that there needs to be a huge collaborative communication effort. He suggested that Waste Management should create a one page information sheet every quarter after they see the results of their report.

Discussion ensued on the opt out issue.

Mayor Richardson stated if we allow people to opt out we won’t get the recycling subsidy. There is also the potential for illegal dumping and it may have a negative impact on wildlife if people store their garbage outside. Mayor Richardson stated that if we allow seasonal suspension we could recover the recycling costs with fees.

Trustee Silverstein stated that if we allow seasonal suspension it’s important to determine the appropriate length of time.
Trustee Sparhawk stated maybe we could allow an opt out choice in rare, compelling instances. Jay responded that it would have tough parameters.

Trustee Kitching stated that RVR put together a suspension program to benefit the community but then it was nixed completely. Trustee Kitching supports suspension on a seasonal basis if there are fee associated with it.

The Board agreed not to add an opt out provision.

Staff will look at seasonal suspension options (costs, length of time, etc.) and report back to the Board at a future meeting.

**ORDINANCE NO. 1, SERIES OF 2020 – RESIDENTIAL EFFICIENT BUILD CODE**

Jeff Dickerson of Bio Space and Phi Fileman of CORE were present at the meeting.

John Plano stated that in order to meet the Town's Climate Action Plan goals the Town adopted the 2015 International Energy Conservation Code. The Residential Efficient Build Program (REBP) needed updating to accommodate the new Energy Code. During the revision process additional criteria is being added to start a path to Net-Zero Construction. The following proposed changes have been made:

- Photovoltaic solar requirements are strengthened by reducing the minimum size of a home requiring PV from 5,000 to 2,000 sq ft.
- Reducing the Home Energy Rating System (HERS).
- Basements and unfinished portions of the project are now counted fully in determining size of the project for required point calculation.
- Multi-family projects are required to have 1.0 watts per sq ft of photovoltaic (PV).
- Multiple updates are being recommended to remove the awarding of points for items that are now part of the IECC, and to reword many items to be more flexible as the IECC changes.
- Checklist item 6.2, Rough-In for Solar Hot Water Pre-Heat is recommended to be removed as a requirement because it adds significant cost to projects and is rarely utilized as PV has been determined to be more efficient and cost effective.

Discussion ensued.

Mayor Richardson suggested offering more points (100) for not bringing natural gas into the house; staff replied that they believe 25 points is ample.

Trustee Bohmfalk asked based on the existing point system is the new system easier to interpret? Jeff answered it's the same and noted that the checklist in not unique to Carbondale.

Mayor Richardson opened the meeting to public comment.
Fred Porter, Holland Thompson Drive, asked what is a high performance house? Jeff replied that it is described in the definition section. Fred noted that the Code incentivizes electric heat – he said he is a fan of off-peak heating.

Trustee Sparhawk made a motion to approve Ordinance No. 1, Series of 2020 – Amending the Residential Efficient Build Code with the following amendments: clean up the formatting and add the ordinance effective date of July 1, 2020. Trustee Bohmfalk seconded the motion and it passed with:

5 yes votes: Bohmfalk, Kitching, Richardson, Sparhawk, Silverstein

**MT. SOPRIS ROTARY CLUB – MINERS PARK PLAYGROUND NAMING**

Jay explained that the Town received two Federal Mineral Lease District mini grants for Miners Park playground equipment. However, there was a monetary shortfall and the Mount Sopris Rotary Club provided a donation to cover the gap in funding. The Rotary Club has requested that in recognition of their financial contribution that the playground be named the “Mt. Sopris Rotary Club Playground.”

Trustee Silverstein thanked the Mt. Sopris Rotary Club for their generous donation.

Chris Peterson, speaking on behalf of the Mt. Sopris Rotary Club, stated that the project fits the Rotary’s Guiding Principles. He stated that the Rotary Club takes pride in contributing to the Town.

Trustee Silverstein made a motion to accept the new name for the Miner’s Park playground to be the Mt. Sopris Rotary Club Playground with the addition to the sign in a smaller font stating “at Miners’ Park.” This naming of the new playground is in recognition of their financial contribution to the project.” Trustee Sparhawk seconded the motion and it passed with:

5 yes votes: Sparhawk, Bohmfalk, Kitching, Richardson, Silverstein

**EV FAST CHARGING STATION PROPOSAL**

Kevin explained that RFTA received a $30,000 grant through the State’s Charge Ahead Program for a Level 3 EV charging station. RFTA was going to install the charger at a park-n-ride lot but they are unable to place it there. Charge Ahead agreed to transfer the grant to the Town. Staff has chosen Cowen Drive as the location as it is close to Highways 82 and 133 and it is in Holy Cross territory. Holy Cross is partnering with numerous entities within their territory to expand EV charging availability. Holy Cross has agreed to provide and install the required transformer at their cost ($20,000). The estimated total cost of the Level 3 EV charging station is $53,000. A grant of $30,000 and the $5,000 in the 2020 budget will reduce the cost to $18,000. This project was not included in the 2020 budget.
Kevin stated that Eagle and Basalt have similar chargers. Eagle charges a flat fee for usage and Basalt's is free. He asked the Board if they approve the charging station should we charge a fee? The Board agreed that a fee should be charged.

Mayor Richardson opened the meeting to public comment.

Summer Scott, Main Street, asked if there is any alternative to purchasing the charger from a large corporation. Jay explained that the State has a contract with ChargePoint and there are only three or four providers of this technology.

Trustee Silverstein made a motion to authorize staff to move forward and assume the grant, install the charger on Cowen Drive, and bring forth a pay rate structure at a future meeting. Trustee Kitching seconded the motion and it passed with:

5 yes votes: Bohmfalk, Kitching, Richardson, Silverstein, Sparhawk

ADJOURNMENT

The January 28, 2020, regular meeting adjourned at 8:10 p.m. The next regularly scheduled meeting will be held on February 11, at 6:00 p.m.

APPROVED AND ACCEPTED

Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk
Board of Trustees Agenda Memorandum

Meeting Date: February 11, 2020

TITLE: On-Call Electrical Services Agreements

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Big Country Electrical and Controls, Pinnacle Electric Limited and R & A Enterprises Agreements

BACKGROUND
On December 26, 2019, a request for proposals was posted for on-call electrical services for the Town of Carbondale. Proposals were due on January 20, 2020. Three proposals were received in response to the RFP.

DISCUSSION
From time-to-time, the Town needs professional electrical services at various facilities. At times these needs are immediate and sometimes occur after-hours. Because of this, staff believes that it is in the Town’s best interest to establish agreements with all three companies, rather than establish a sole-source agreement with one company. Having agreements with all three companies improves the chances that someone will be available for emergency and after-hours work. It also spreads the workload at times where there are needs at multiple facilities, which should lead to quicker resolution of issues at all facilities.

All three companies are familiar with the wide-ranging electrical needs of the Town. R & A is a local company with many decades of experience with the Town and in the valley. The owners of both Big Country and Pinnacle are former employees of Western Slope Electrical and are familiar with the Town’s Electrical needs.

For the past several years, the Town has had similar agreements with R & A and Western Slope Electrical. However, the owner of Western Slope Electrical has since retired.

FISCAL ANALYSIS
These agreements establish hourly pricing and material markup rates for electrical work at Town facilities. The contracts are three-year contracts with the possibility of two, two-year extensions. A maximum yearly rate escalator was bid by each company.
RECOMMENDED ACTION
Staff recommends the following motion: I move to approve, and authorize the Mayor to sign, the attached agreements with Big Country Electrical and Controls, Pinnacle Electric Limited and R & A Enterprises for on-call electrical work.

Prepared by: Kevin Schorzman

________________________
Town Manager
Town of Carbondale

AGREEMENT FOR ON-CALL ELECTRICAL SERVICES

This AGREEMENT FOR ON-CALL ELECTRICAL SERVICES ("Agreement") is made effective the 11th day of February, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and Big Country Electrical and Controls, Inc. a Colorado Corporation ("Contractor").

WHEREAS, after a competitive process concerning on-call electrical services, including labor and materials (the “Work”), the Town determined to negotiate with Contractor with regard to such Work; and

WHEREAS, the Town now desires to contract with Contractor for, and Contractor desires to perform for the Town, such Work upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Work, as more fully identified on Attachment A (Contractor’s Proposal), which is incorporated herein by this reference.

2. Town Information. The Town shall provide all public information reasonably requested by Contractor to perform the Work. Contractor may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Contractor on a timeline that is reasonable based on the Town staff availability.

3. Compensation. The Town agrees to compensate Contractor for the Work (including labor and materials) in amounts specified in Attachment A, for the scope of work identified on Attachment A. This amount is inclusive of all projected costs, and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto. The Contractor may increase rates in years two through seven of this Agreement provided that: 1) The increase is equal to, or less than the “Maximum Rate Escalator” indicated on Attachment A, and; 2) That any proposed increase to rates are shared with the Town at least 30 days prior to the proposed effective date of the rate increase.

4. Billing. Contractor shall invoice the Town for deliverables as detailed on Attachment A, with each bill to include a list of labor terms and any materials or other expenses during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Contractor may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.
5. **Term and Renewal.** This Agreement shall be effective as of February 11, 2020, and shall extend for three years, unless earlier terminated pursuant to this Agreement. Upon completion of the initial three-year term, the contract shall automatically extend for up to two (2) additional two-years terms, unless earlier terminated pursuant to this Agreement. Notwithstanding the foregoing, all terms set forth herein are subject to the appropriation and termination provisions set forth below in Sections 8 and 10 of this Agreement.

6. **Status.** Contractor is an independent Contractor and shall not be considered an employee of the Town for any purpose. Contractor shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Contractor under this Agreement. Neither Contractor nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

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

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

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

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

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-101 et seq., C.R.S., the Town may terminate this Agreement for breach of contract. If
this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

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

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

   b. Contractor warrants to the Town that all materials and equipment incorporated in the Work will be new unless otherwise expressly approved by the Town, that all work and materials will be free from faults and defects, and that all work and materials will be in conformance with any specifications provided by the Town and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective and corrected by Contractor at its own expense. In addition, any professional and/or consulting services performed by Contractor in connection with the Work shall be performed by Contractor in accordance with the highest generally accepted national standards of care, skill, diligence and professional competence applicable to Contractor.

   c. Contractor shall at all times keep the work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.
d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

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

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor's or its sub-contractors’ control.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

9. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK,
INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

10. **Insurance.** Contractor shall obtain, maintain and provide proof of general commercial liability, automotive liability, and worker’s compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

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

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

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

Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers’ Compensation and Employer’s Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26), which policies must provide coverage to the Town that is primary with respect to any other insurance carried by Town. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon request. Insurance similar to that required of Contractor shall be provided by any subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor’s operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town, as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

11. **Governmental Immunity/TABOR/Immigration Compliance.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is
also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town’s obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year. Contractor also agrees to be bound by the terms of attached Addendum A as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

12. **Employees, Subcontractors and Assignees.** Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement, subject to Town approval of each sub-Contractor and that sub-Contractor’s agreement to obtain and maintain required insurance coverage pursuant to Paragraph 7, above. However, supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor, and the subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Contractor to a third party without the prior express written consent of the Town.

13. **Termination.** The Town may terminate this Agreement at any time, and for any reason, effective immediately upon the Town’s delivery of written notice to Contractor. In the event of any such termination, Contractor shall immediately cease work, and the Town shall be required to pay Contractor for Services rendered through the date of notice of termination (excepting any Services the Town disputes as inadequate or defective).

14. **Notice.** Any notices required to be given pursuant to this Agreement shall be delivered as follows:

**To the Town:**

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

**Copy to:**

Mark Hamilton  
Town of Carbondale Attorney  
Holland & Hart LLP  
600 E. Main St., Suite 104  
Aspen, CO 81611

**To Contractor:**

Ezra Edwards, Owner  
Big Country Electrical and Controls, Inc.  
401 27th Street, Suite 110  
Glenwood Springs, CO 81601
15. **Responsibilities.** Contractor shall be responsible for all damages to persons or property caused by Contractor, its employees, sub-Contractors or others for whom Contractor is legally liable.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

18. **Authority.** Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ____________________________
    Dan Richardson, Mayor

ATTEST:

______________________________
    Cathy Derby, Town Clerk

CONTRACTOR

By: ____________________________
    Ezra Edwards, Owner
Town of Carbondale On-Call Electrical Services Price Sheet

Contractor: Big Country Electrical and Controls Inc
Address: 401 27th Street Suite 110
Phone: 970-208-6470
E-Mail: Ezaboce@gmail.com

Hourly Rates, Year 1:

<table>
<thead>
<tr>
<th></th>
<th>Regular Rate</th>
<th>Emergency Rate</th>
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</thead>
<tbody>
<tr>
<td>Master Electrician</td>
<td>$ 80</td>
<td>$ 90</td>
</tr>
<tr>
<td>Journeyman Electrician</td>
<td>$ 80</td>
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</tr>
<tr>
<td>Apprentice Electrician</td>
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<td>$ 80</td>
</tr>
<tr>
<td>Laborer</td>
<td>$ NA</td>
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</tr>
</tbody>
</table>

Markup on Materials 20%

Maximum Rate Escalator years 2 through 7 2.5%

Name: Ezra C. Edwards
Title: Owner/Master Electrician
Signature: [Signature]

By signing this price sheet, you affirm that you are an agent of the above-named company and have the authority to submit this bid on behalf of said company.

Date: 1/16/2020
Town of Carbondale

AGREEMENT FOR ON-CALL ELECTRICAL SERVICES

This AGREEMENT FOR ON-CALL ELECTRICAL SERVICES ("Agreement") is made effective the 11th day of February, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and Pinnacle Electric Limited a Colorado Limited Liability Company ("Contractor").

WHEREAS, after a competitive process concerning on-call electrical services, including labor and materials (the "Work"), the Town determined to negotiate with Contractor with regard to such Work; and

WHEREAS, the Town now desires to contract with Contractor for, and Contractor desires to perform for the Town, such Work upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Contractor agrees to provide the Work, as more fully identified on Attachment A (Contractor’s Proposal), which is incorporated herein by this reference.

2. **Town Information.** The Town shall provide all public information reasonably requested by Contractor to perform the Work. Contractor may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Contractor on a timeline that is reasonable based on the Town staff availability.

3. **Compensation.** The Town agrees to compensate Contractor for the Work (including labor and materials) in amounts specified in Attachment A, for the scope of work identified on Attachment A. This amount is inclusive of all projected costs, and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto. The Contractor may increase rates in years two through seven of this Agreement provided that: 1) The increase is equal to, or less than the “Maximum Rate Escalator” indicated on Attachment A, and; 2) That any proposed increase to rates are shared with the Town at least 30 days prior to the proposed effective date of the rate increase.

4. **Billing.** Contractor shall invoice the Town for deliverables as detailed on Attachment A, with each bill to include a list of labor terms and any materials or other expenses during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Contractor may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.
5. **Term and Renewal.** This Agreement shall be effective as of February 11, 2020, and shall extend for three years, unless earlier terminated pursuant to this Agreement. Upon completion of the initial three-year term, the contract shall automatically extend for up to two (2) additional two-years terms, unless earlier terminated pursuant to this Agreement. Notwithstanding the foregoing, all terms set forth herein are subject to the appropriation and termination provisions set forth below in Sections 8 and 10 of this Agreement.

6. **Status.** Contractor is an independent Contractor and shall not be considered an employee of the Town for any purpose. Contractor shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Contractor under this Agreement. Neither Contractor nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

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

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

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

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

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-101.

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

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

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

   b. Contractor warrants to the Town that all materials and equipment incorporated in the Work will be new unless otherwise expressly approved by the Town, that all work and materials will be free from faults and defects, and that all work and materials will be in conformance with any specifications provided by the Town and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective and corrected by Contractor at its own expense. In addition, any professional and/or consulting services performed by Contractor in connection with the Work shall be performed by Contractor in accordance with the highest generally accepted national standards of care, skill, diligence and professional competence applicable to Contractor.

   c. Contractor shall at all times keep the work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.
d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

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

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor’s or its sub-contractors’ control.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

9. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK,
INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

10. **Insurance.** Contractor shall obtain, maintain and provide proof of general commercial liability, automotive liability, and worker’s compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

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

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

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

   Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers’ Compensation and Employer’s Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26), which policies must provide coverage to the Town that is primary with respect to any other insurance carried by Town. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon request. Insurance similar to that required of Contractor shall be provided by any subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor’s operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town, as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

11. **Governmental Immunity/TABOR/Immigration Compliance.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is
also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town’s obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year. Contractor also agrees to be bound by the terms of attached Addendum A as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

12. **Employees, Subcontractors and Assignees.** Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement, subject to Town approval of each sub-Contractor and that sub-Contractor’s agreement to obtain and maintain required insurance coverage pursuant to Paragraph 7, above. However, supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor, and the subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Contractor to a third party without the prior express written consent of the Town.

13. **Termination.** The Town may terminate this Agreement at any time, and for any reason, effective immediately upon the Town’s delivery of written notice to Contractor. In the event of any such termination, Contractor shall immediately cease work, and the Town shall be required to pay Contractor for Services rendered through the date of notice of termination (excepting any Services the Town disputes as inadequate or defective).

14. **Notice.** Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

**Copy to:**
Mark Hamilton  
Town of Carbondale Attorney  
Holland & Hart LLP  
600 E. Main St., Suite 104  
Aspen, CO 81611

**To Contractor:**
Chance Larson, Owner  
Pinnacle Electric Limited  
10211 Highway 82  
Carbondale, CO 81623
15. **Responsibilities.** Contractor shall be responsible for all damages to persons or property caused by Contractor, its employees, sub-Contractors or others for whom Contractor is legally liable.

16. ** Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

18. **Authority.** Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ________________________________

ATTEST:

Dan Richardson, Mayor

____________________________________
Cathy Derby, Town Clerk

CONTRACTOR

By: ________________________________

Chance Larson, Owner
Town of Carbondale On-Call Electrical Services Price Sheet

Contractor: **Pinnace Electric Limited**

Address: **10211 HWY 82**

Phone: **(970)710-0772**

E-Mail: **notbychance@me.com or pinnaclelectriccarbondale@gmail.com**

### Hourly Rates, Year 1:

<table>
<thead>
<tr>
<th>Role</th>
<th>Regular Rate</th>
<th>Emergency Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Electrician</td>
<td>$90 per hour</td>
<td>$135 per hour</td>
</tr>
<tr>
<td>Journeyman Electrician</td>
<td>$90 per hour</td>
<td>$135 per hour</td>
</tr>
<tr>
<td>Apprentice Electrician</td>
<td>$50 per hour</td>
<td>$75 per hour</td>
</tr>
<tr>
<td>Laborer</td>
<td>$40 per hour</td>
<td>$60 per hour</td>
</tr>
</tbody>
</table>

**Markup on Materials:** 15%

**Maximum Rate Escalator years 2 through 7:** 3%

---

**Name:** **Chance Lawrence Larson**

**Title:** **Owner**

**Signature:**

By signing this price sheet, you affirm that you are an agent of the above-named company and have the authority to submit this bid on behalf of said company.

**Date:** **1/16/2020**
Town of Carbondale

AGREEMENT FOR ON-CALL ELECTRICAL SERVICES

This AGREEMENT FOR ON-CALL ELECTRICAL SERVICES (“Agreement”) is made effective the 11th day of February, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation (“Town”), and R & A Enterprises of Carbondale, Inc. a Colorado Corporation (“Contractor”).

WHEREAS, after a competitive process concerning on-call electrical services, including labor and materials (the “Work”), the Town determined to negotiate with Contractor with regard to such Work; and

WHEREAS, the Town now desires to contract with Contractor for, and Contractor desires to perform for the Town, such Work upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Work, as more fully identified on Attachment A (Contractor’s Proposal), which is incorporated herein by this reference.

2. Town Information. The Town shall provide all public information reasonably requested by Contractor to perform the Work. Contractor may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Contractor on a timeline that is reasonable based on the Town staff availability.

3. Compensation. The Town agrees to compensate Contractor for the Work (including labor and materials) in amounts specified in Attachment A, for the scope of work identified on Attachment A. This amount is inclusive of all projected costs, and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto. The Contractor may increase rates in years two through seven of this Agreement provided that: 1) The increase is equal to, or less than the “Maximum Rate Escalator” indicated on Attachment A, and; 2) That any proposed increase to rates are shared with the Town at least 30 days prior to the proposed effective date of the rate increase.

4. Billing. Contractor shall invoice the Town for deliverables as detailed on Attachment A, with each bill to include a list of labor terms and any materials or other expenses during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Contractor may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.
5. **Term and Renewal.** This Agreement shall be effective as of February 11, 2020, and shall extend for three years, unless earlier terminated pursuant to this Agreement. Upon completion of the initial three-year term, the contract shall automatically extend for up to two (2) additional two-years terms, unless earlier terminated pursuant to this Agreement. Notwithstanding the foregoing, all terms set forth herein are subject to the appropriation and termination provisions set forth below in Sections 8 and 10 of this Agreement.

6. **Status.** Contractor is an independent Contractor and shall not be considered an employee of the Town for any purpose. Contractor shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Contractor under this Agreement. Neither Contractor nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

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

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

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

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

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

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

8. Contractor’s Obligations. All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town’s satisfaction and approval. The Contractor shall clean up all debris generated by its work. Contractor shall also perform as follows:

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

   b. Contractor warrants to the Town that all materials and equipment incorporated in the Work will be new unless otherwise expressly approved by the Town, that all work and materials will be free from faults and defects, and that all work and materials will be in conformance with any specifications provided by the Town and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective and corrected by Contractor at its own expense. In addition, any professional and/or consulting services performed by Contractor in connection with the Work shall be performed by Contractor in accordance with the highest generally accepted national standards of care, skill, diligence and professional competence applicable to Contractor.

   c. Contractor shall at all times keep the work sites free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the work sites, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials.
d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

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

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor's or its sub-contractors’ control.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

9. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK,
INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

10. **Insurance.** Contractor shall obtain, maintain and provide proof of general commercial liability, automotive liability, and worker’s compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

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

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

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

   Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers’ Compensation and Employer’s Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26), which policies must provide coverage to the Town that is primary with respect to any other insurance carried by Town. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon request. Insurance similar to that required of Contractor shall be provided by any subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor’s operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town, as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

11. **Governmental Immunity/TABOR/Immigration Compliance.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is
also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town’s obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year. Contractor also agrees to be bound by the terms of attached Addendum A as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

12. Employees, Subcontractors and Assignees. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement, subject to Town approval of each sub-Contractor and that sub-Contractor’s agreement to obtain and maintain required insurance coverage pursuant to Paragraph 7, above. However, supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor, and the subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Contractor to a third party without the prior express written consent of the Town.

13. Termination. The Town may terminate this Agreement at any time, and for any reason, effective immediately upon the Town’s delivery of written notice to Contractor. In the event of any such termination, Contractor shall immediately cease work, and the Town shall be required to pay Contractor for Services rendered through the date of notice of termination (excepting any Services the Town disputes as inadequate or defective).

14. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

Copy to:  Mark Hamilton
          Town of Carbondale Attorney
          Holland & Hart LLP
          600 E. Main St., Suite 104
          Aspen, CO 81611

To Contractor:  Chad Minor, Service Manager
                R & A Enterprises of Carbondale, Inc.
                5317 County Road 154, Suite 201
                Glenwood Springs, CO 81601
15. **Responsibilities.** Contractor shall be responsible for all damages to persons or property caused by Contractor, its employees, sub-Contractors or others for whom Contractor is legally liable.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

18. **Authority.** Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

**TOWN OF CARBONDALE**

a Colorado home rule municipal corporation

By: __________________________

ATTEST: Dan Richardson, Mayor

__________________________
Cathy Derby, Town Clerk

**CONTRACTOR**

By: Chad Minor

Chad Minor, Service Manager
Town of Carbondale On-Call Electrical Services Price Sheet

Contractor: R & A Enterprises

Address: 5317 County Rd. 154 Ste 201

Phone: (970)945-6500

E-Mail: cminor@raelectric.com

Hourly Rates, Year 1:

<table>
<thead>
<tr>
<th>Role</th>
<th>Regular Rate</th>
<th>Emergency Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Electrician</td>
<td>$75 per hour</td>
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<tr>
<td>Journeyman Electrician</td>
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<tr>
<td>Apprentice Electrician</td>
<td>$55 per hour</td>
<td>$80 per hour</td>
</tr>
<tr>
<td>Laborer</td>
<td>$_________ per hour</td>
<td>$_________ per hour</td>
</tr>
</tbody>
</table>

Markup on Materials: 15 ___________

Maximum Rate Escalator years 2 through 7: 5 ___________

Name: Chad Minor

Title: Service Manager

Signature: 

By signing this price sheet, you affirm that you are an agent of the above-named company and have the authority to submit this bid on behalf of said company.

Date: 1-7-2020
BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Environmental Board Member Application Review

SUBMITTING DEPARTMENT: Boards and Commissions

ATTACHMENTS: Environmental Board membership applications from January 27, 2020 meeting

BACKGROUND

On January 27, 2020, the Environmental Board reviewed the membership application submitted by KC Nau as a regular voting member for a 2-year term. The commission moved to recommend the applicant for appointment to the Carbondale Environmental Board.

On January 27, 2020, the Environmental Board reviewed the membership re-applications submitted by Colin Quinn, Sandy Marlin, Jim Kirschvink, and Scott Mills as regular voting members for 2-year terms. The commission moved to recommend the applicants for re-appointment to the Carbondale Environmental Board.

RECOMMENDATION

Town Staff recommends the Board of Trustees move to approve that KC Nau be appointed as a regular voting member of the Environmental Board, and to re-appoint Colin Quinn, Sandy Marlin, Jim Kirschvink, and Scott Mills as regular voting members.

Prepared by: Kae McDonald
Boards and Commissions Clerk

_____________________________
Town Manager
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT [X] REAPPOINTMENT __

NAME OF APPLICANT: Konrad C. Nau
MAILING ADDRESS: 1629 Defiance Drive, Carbondale CO
STREET ADDRESS OF RESIDENCE: same
TELEPHONE: (Work) (Home) 970-948-5624
OTHER PHONE: 410-940-4339 E-MAIL: konradnau2@gmail.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL
MATERIALS DELIVERED:
email or home address

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

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

Environmental Board

NEW APPOINTMENT ONLY:

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

I am a 66 y/o family physician/geriatrician
semi-retired (working part-time at Glenwood
Medical Associates) and homeowner in Carbondale
since March 2017. I have extensive board
experience, and expertise in the medical effects of environmental
changes.

Konrad C. Nau MD

Signature Date 1-3-20

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

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

Mayor and Board of Trustees
Town of Carbondale
American College of Physician Executives
Board Certification in Medical Management Program
4890 West Kennedy Boulevard, Suite 200
Tampa, Florida 33609-2575

Goldring Center for Culinary Medicine
Certified Culinary Medicine Specialist
300 N. Broad St. Suite 102
New Orleans, LA 70119

Certification

Clinical Densitometry
Certified Clinical Densitometrist

Culinary Medicine
Certified Culinary Medicine Specialist

The Certifying Commission in Medical Management
Certified Physician Executive

American Board of Family Practice
Board Certified Diplomate and Fellow
Family Practice Recertification

American Board of Family Practice
C.A.Q. Geriatrics
Geriatrics Recertification

American Board of Family Practice
C.A.Q. Sports Medicine

Provider BLS, ACLS, PALS
current (2017)

Appointments

CLINICAL

Community FM Staff with pediatrics admitting privileges
Valley View Hospital
Glenwood Springs, CO 81601

Community Affiliate Staff Physician
Berkeley Medical Center
Martinsburg, WV 25401

Attending Staff Physician
West Virginia University Hospital
Morgantown, WV 26505

Attending Staff Physician
Jefferson Medical Center
Family Practice with ICU, Cardiac Stress Testing and OB Privileges
Ranson, WV 25438

2002-2004
2016-2017
2018
2017
2004
1982
1988
1999, 2009
1993

2018-current
2012-2017
1994-2012
1982-2017
Nursing home attending physician
Willow Tree Manor, & Shenandoah Nursing and Rehabilitation
Charles Town, WV 25414

1982-2017

**Appointments**

**ADMINISTRATIVE**

**West Virginia United Health System**
Credentials Committee, member
2010-2012

**West Virginia University Hospitals**
WVUH-E Quality and Patient Safety Committee
2010-2017
Patient centered medical home committee, member
2010-2017
WVUH-E Executive Team
2005-2017
WVUH-E Strategic Planning Committee
2005-2017
WVUH-East Joint Task Force
2004

**Jefferson Memorial Hospital**
Vice President Medical Affairs
2005-2012
Director of Medical Staff Services
2002-2005
Medical Executive Committee, member
1992-2012
Chief Family Medicine Service
1992-2002
Strategic Planning Committee
2001-2005
Credentials Committee, member
1992-2012
Chair Quality Assurance Committee
1987-91, 05-12
Medical Director Cardiopulmonary Department
1985-2003
Perinatal Committee
1982-2012

**Berkeley Medical Center/Jefferson Medical Center**
Graduate Education Committee, member
1993-2017

**Jeffersonian Manor/Willow Tree Manor Nursing Home**
Medical Director
1988-1994
2009-2014
WVU School of Medicine
2004-2008
Curriculum Committee

**Appointments**

**LEADERSHIP**

**Society of Hospital Medicine**
Family Medicine Task Force
2008-2012

**AMA Stroke Workgroup**
AAFP representative
2006

**West Virginia Geriatrics Society**
President
2009
Board of Directors
2004-2010

**West Virginia Coalition for Quality Health Care**
Cardiovascular Health Study Advisory Group
2003-2010
Physician Champion GAP in the Mountains
Acute Myocardial Infarction Project
Heart Failure Project
Acute Stroke Project
KONRAD C. NAU, MD  PAGE 4

**Eastern Area Health Education Center (AHEC)**
- Steering Committee 2001
- Vice Chairman, Board of Directors 2002-2012
- Chairman, Board of Directors 2012-2017

**West Virginia State Medical Association**
- AMA Young Physicians Delegate Council 1993-1994

**Eastern Panhandle Medical Society**
- President 2002-2005
- Counselor 1998-2002

**WESPAC (State Medical Political Action Committee)**
- Board of Directors 2001-2005

**Society for Teachers of Family Medicine**
- Group on Geriatric Education 2005-present

**Appointments**

**ACADEMIC**
- Dean and Assoc VP 2012-2017
- Ex-officio CEO - UHP (regional faculty practice plan) 2003-2012
- Associate Dean
- West Virginia University Health Sciences Center – Eastern Division

- Chair - Department Family Medicine – Eastern Division 2004-2012
- Vice Chair Department Family Medicine – Eastern Division 2001-2004
- Geriatric Medicine Fellowship Program Director 2004-2012
- Rural Family Medicine Fellowship Director 2004-2010
- Program Director, WVU Rural FM Residency Program 1994-2004
- Department Family Medicine – Eastern Division

- Professor, Family Medicine 2006-2017
- Associate Professor, Family Medicine 1994-2006
- Clinical Assistant Professor Family Medicine 1983-1994
- West Virginia University School of Medicine

- Chief Resident, Family Practice
- West Virginia University Hospital
- Morgantown, WV 26506 1982

**Honors and Awards**

- Academy of Excellence in Teaching & Learning 2009
- WVU Health Sciences Center
- David Z Morgan Award in Geriatrics 2008
- WV Geriatrics Society
- Preceptor of the Year Award 2005
- WVU Rural FM Residency
- Distinguished West Virginian Award 2003
- Governor of West Virginia
- Dean’s Award for Excellence 2003
- WVU School of Medicine
- Geriatrics Award 1982
- WVU F.P. Residency
KONRAD C. NAU, MD  PAGE 5

Edward G. Stuart Memorial Award  WVU School of Medicine  1979
MS IV Exemplifies Empathy/Understanding/Compassion

Alpha Omega Alpha Medical Honor Society  WVU School of Medicine  1978

Publications
Books and Monographs

Nau, KC, Jones M, Baltierra D, Harper T. “Hematologic Disorders” EssentialsTM,
Physicians, June 2015

Nau KC, Jones M, Biola J, Lewis W, Moerschel S. “Hematologic Malignancies” EssentialsTM,
Physicians, Feb 2011. (48 page monograph)

monograph)

Nau, KC, Congdon H. Chapter 35 “Diabetes mellitus in the Elderly” in Primary Care Geriatrics: A Case-Based

Nau KC. “Chapter 4.5 Memory Impairment”. in The 10 Minute Diagnosis Manual, Robert B. Taylor editor,

Peer-Reviewed

Ducatman AM, Tacker, DH, Ducatman BS, Long D, Perrotta PL, Lawther H, Pennington K, Lander
Nau KC. “Quality Improvement Intervention for Reduction of Redundant Testing”
Academic Pathology 2107;4: 1–10.

Nau KG, Lorenzetti R, Cucuzzella M, DeVine T,Kline J. “Glycemic control in hospitalized patients

Nau, KC, Lewis W. “Multiple Myeloma:Diagnosis and Treatment”, Am Fam Physician

Abstracts

Nau KC, Burke L, Phillips Z. “Pneumatosis Intestinalis- a curious combination of a drug and a bug” Journal of
Hospital Medicine, 6(S2): S222, April 2011.

Nau KC, Lorenzetti RG, Aman, Z, Mays V, Wilcox A. “Nicolau Syndrome: Recognition and management of an
uncommon reaction to intramuscular injections” Journal of Hospital Medicine,
6(S2): S221-S222, April 2011.

Phillips MZ, Burle L, Nau KC. “Pneumatosis Intestinalis- a curious combination of a drug and a bug” Journal of
The American Geriatrics Society, 59(S1): S162, April 2011.

Kalathas NG, Nau KC. “Unintentional weight loss in a wandering nursing home patient”


Silverman N, Nau KC, Xi J, Nustbaum N. “ A Program to Educate and Train Family Practice (FP) Residents in
End-of-Life Care in Rural West Virginia” Journal of the American Geriatrics Society. Vol 50, No4, S118,
April 2002.

Nau KC, Asher L. “Utilizing A 360 Degree Evaluation of Resident Professionalism and an Interactive Palliative
Care Communication Module To Improve Competency in the E.O.L. Domains of Communication and
KONRAD C. NAU, MD PAGE 6

Delivery of Bad/Sad News” Journal of Palliative Medicine, vol5, No4, p 603, 2002.

Clinical Teaching

1990-2017  
Clinical Precepting FM Residents, NP & PA providers – inpatient, ambulatory, nursing home, home visits.

1983-2017  
Clinical Precepting Medical Students – inpatient and ambulatory

Community Service

2017  
Extended Table (preparing & serving food for the homeless in Garfield County CO)

2004-2012  
Volunteer Sideline physician JHS and WHS varsity football

1993-2017  
Coordinate/Administer Free Sport Physicals for Jefferson County Junior/Senior High Schools, County Swim Team, Midget Football League, Special Olympics.

1994-1999  
Volunteer Team Physician JHS Soccer

1999-2017  
WXVA Radio Guest for Health Related Topics

1999-2001  
High School Soccer Referee

1992-1999  
EPIC Soccer Club Board of Directors

1989-1999  
AYSO and EPIC Soccer Coach

1990-1992  
Parish Council Member St. James Catholic Church

Hobbies

Skiing, biking, fly fishing, endurance sports, hiking, rock & ice climbing, llama trekking, farm restoration, cooking.

References  
Upon request
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT _____, REAPPOINTMENT _____
NAME OF APPLICANT: Scott Mills

MAILING ADDRESS: 156 Deer Run Carbondale,

TELEPHONE: (970) 456-8099

E-MAIL: scott@aboutsavingheat.com

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

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

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

E-Board

NEW APPOINTMENT ONLY:

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

____________________________
____________________________
____________________________
____________________________

Signature Scott Mills  Dated 12-6-19

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

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

Mayor and Board of Trustees
Town of Carbondale

*****************************************************************************
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT     REAPPOINTMENT    ✅

NAME OF APPLICANT: Colin Quinn
MAILING ADDRESS: 239 High Rd, Carbondale, CO 81623

STREET ADDRESS OF RESIDENCE:

TELEPHONE: (Work) (Home)  512-527-8041
OTHER PHONE:  E-MAIL: colin.quinn5@gmail.com

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

email

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

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

Environmental Board

NEW APPOINTMENT ONLY:

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


Signature          Date  1/19/20

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

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

Mayor and Board of Trustees
Town of Carbondale
CURRICULUM VITAE

Konrad C. Nau, M.D. F.A.A.F.P.

Home Address
1629 Defiance Drive
Carbondale, CO 81623
Phone  (304) 839-8898

Office Address
Glenwood Medical Associates
1830 Blake Avenue
Glenwood Springs, CO 81601
Phone  (970) 945-8503
Cell  (304) 839-8898
Email  knau@glenwoodmedical.com

Education
West Virginia University School of Medicine, Morgantown, WV 1975-1979
M.D.
Bethany College, Bethany, WV 1971-1975
B.S. Biology

Clinical Skills
Ambulatory and inpatient family medicine and geriatrics
Clinical informatics
Cardiac Stress Testing
Nursing home and Home visits
Group practice and medical staff leadership
Medical education

Licensure
Colorado Medical Board
License # DR0058043 2017-present
West Virginia Board of Medicine
License #12323 1980-present
National Board of Medical Examiners Certificate No. 217869 1980

Postgraduate Training and Fellowships

Resident 1979-1982
Chief Resident, Family Practice 1982
West Virginia University Hospital
Morgantown, WV 26506

Program Director Fellowship 1994-1996
National Institute for Program Director Development
Association for Family Practice Residency Directors
11400 Tomahawk Creek Parkway
Leawood, Kansas 66211-2672
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT _____ REAPPOINTMENT X

NAME OF APPLICANT: Sandy Marlin
MAILING ADDRESS: 171 Sopris Mesa Dr., Carbondale, CO 81623
STREET ADDRESS OF RESIDENCE: Same
TELEPHONE: (Work) n/a (Home) n/a
CELL: 713-206-3900
OTHER PHONE: n/a
E-MAIL: sandyemarlin@aol.com

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

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

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

Environmental

NEW APPOINTMENT ONLY:

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Sandy Marlin 1/21/20
Signature Date

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

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

Mayor and Board of Trustees
Town of Carbondale
TOWN OF CARBONDALE
APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT

NAME OF APPLICANT: James “Jim-jim” Kirschvink
MAILING /STREET ADDRESS: 269 Crystal RD, Carbondale, CO 81623

TELEPHONE: (Cell-best) 970 580 9366   (Home) 970 510 5543

E-MAIL: jimkirschvink@gmail.com

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

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)
BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS Sought:

Carbondale Environmental Board

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

Hi Folks:

I would like to remain on the town’s Environmental Board. As of this November, my two-year term has expired. Not much has changed since my application letter of 11/22/2017, other than:

--I also volunteer for the Roaring Fork Conservancy- Healthy Rivers, doing water quality samples on Thompson Creek. I am also in the process of becoming a CASA volunteer.

Sincerely,

James A. Kirschvink

James “Jim-jim” Kirschvink
November 30, 2019

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

We greatly appreciate your interest and participation in the municipal government process.
Mayor and Board of Trustees
Town of Carbondale
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Ducks Unlimited

Date: January 24, 2020

I have found no records that would cause me to recommend denial of this liquor license special event application for Ducks Unlimited to be held at the Orchard on March 7, 2020.

Garret Jammaron / Representative

I recommend approval of this liquor license.
**TOWN OF CARBONDALE**

**APPLICATION FOR A SPECIAL EVENTS PERMIT**

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

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

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

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

**LIQUOR PERMIT NUMBER**

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**
   - Ducks Unlimited

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**
   - One Waterfowl Way
   - Memphis TN, 38120

3. **ADDRESS OF SPECIAL EVENT**
   - 110 Snowmass Drive
   - Carbondale CO, 81623

**NAME**

4. **DATE OF BIRTH**
5. **EMAIL ADDRESS**
6. **PHONE NUMBER**

4. **PRES/SECR OF ORG OR POLITICAL CANDIDATE**
   - Garret Jammaron

5. **EVENT MANAGER**
   - Kyle Sanderson

6. **HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?**
   - [X] NO
   - [ ] YES
   - **HOW MANY DAYS?**

7. **IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?**
   - [X] NO
   - [ ] YES
   - **TO WHOM?**

8. **DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?**
   - [X] YES
   - [ ] NO
   - **HOW MANY DAYS?**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/7/2020</td>
<td>4:00 PM</td>
<td>10:00 PM</td>
</tr>
</tbody>
</table>

**OATH OF APPLICANT**

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

**SIGNATURE**

**DATE**

**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**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
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,

DUCKS UNLIMITED, INC.

is an entity formed or registered under the law of District Of Columbia, 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 19891072746.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/15/2020 that have been posted, and by documents delivered to this office electronically through 01/17/2020 @ 09:42:33.

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 01/17/2020 @ 09:42:33 in accordance with applicable law. This certificate is assigned Confirmation Number 12024056.

[Signature]
Secretary of State of the State of Colorado

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sec.state.co.us/CertificateSearchCriteria.do, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sec.state.co.us, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
# FACILITY RENTAL AGREEMENT

March 7, 2020

<table>
<thead>
<tr>
<th>Event:</th>
<th>Ducks Unlimited Annual Fundraiser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People:</td>
<td>350</td>
</tr>
<tr>
<td>Event Date:</td>
<td>Saturday, March 7th, 2020</td>
</tr>
<tr>
<td>Event Start Time:</td>
<td>5 PM</td>
</tr>
<tr>
<td>Event End Time:</td>
<td>10 PM</td>
</tr>
<tr>
<td>Set-up Time:</td>
<td>Friday, March 6th after 8 AM for the Auditorium and after the previously scheduled event in the GC at night for silent auction</td>
</tr>
<tr>
<td>Rooms:</td>
<td>Gathering Center, Auditorium, Front Foyer, Kitchen</td>
</tr>
<tr>
<td>Event Fee:</td>
<td>$4000 Fee for the Entire Facility To be paid monetarily or the Equivalent of Service labor at The Orchard, to be completed by May 31, 2020</td>
</tr>
<tr>
<td>Staff:</td>
<td>Orchard Liaison/TBD</td>
</tr>
</tbody>
</table>

Client Name: Ashley Jammaron for Ducks Unlimited  
Address: 1300 Colorado Ct, Glenwood Springs, CO 81601  
Phone: 970-618-2856  
Email: ashleyjammaron@alpinebank.com

## 1. Event Fee Payments & Building Use

A. At or before the time of execution of this contract, Renter shall pay to The Orchard the full fee for rental in the amount of $4000. This payment secures the Gathering Center and Kitchen on March 7th from 5 PM to 10 PM and anytime after 8 AM to set up for the sanctuary and the GC will be available for set up in the evening after the previously scheduled group.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Level</th>
<th>Sound Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>Sharplesian</td>
</tr>
<tr>
<td>130</td>
<td>Jet engine 1000 feet away</td>
</tr>
<tr>
<td>120</td>
<td>Rock concert</td>
</tr>
<tr>
<td>110</td>
<td>Car horn, siren</td>
</tr>
<tr>
<td>100</td>
<td>Police siren, ambulance</td>
</tr>
<tr>
<td>90</td>
<td>oui, train, helicopter</td>
</tr>
<tr>
<td>80</td>
<td>Factory, restaurant, museum, screening child</td>
</tr>
<tr>
<td>70</td>
<td>Car, plane, dock, night traffic</td>
</tr>
<tr>
<td>60</td>
<td>Concession, store worker</td>
</tr>
<tr>
<td>50</td>
<td>Moderate rainfall</td>
</tr>
<tr>
<td>40</td>
<td>Refrigerator</td>
</tr>
<tr>
<td>30</td>
<td>Train, library</td>
</tr>
<tr>
<td>20</td>
<td>Watch ticking</td>
</tr>
</tbody>
</table>

---

Client Initials

### 2. Event Exceeding Specified Time

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

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

Client Initials

### 3. Cancellation Fees

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

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

Client Initials

### 4. Method of Payment

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

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

Client Initials
5. Advertising

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

_______ Client Initials

6. Alcohol

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

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

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

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

Client Initials

7. Additional Terms & Conditions

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

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

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

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

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

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

P. Renter authorizes The Orchard to charge the credit card identified below for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of $2,500.00 cash deposit is required at time of facilities booking.

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

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

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

_________ Client Initials

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

Renter: _______________________________ The Orchard

By: Laurie Darling

Title: Ministry Administrator – The Orchard

Date: ________________

_________ Authorized Signature of Renter

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

_________ Name as it appears on Credit Card

_________ Visa or MasterCard #

_________ Billing Address

_________ Expiration Date

_________ City, State, Zip

_________ CVC

_________ Authorized Signature

_________Today's Date
Narrative of March 7\textsuperscript{th} 2020 Unlimited Banquet

Ducks Unlimited (DU) is an American nonprofit organization 501(c) dedicated to the conservation of wetlands and associated upland habitats for waterfowl, other wildlife, and people. It has roughly 600,000 members. The Crystal River chapter has been operating in the Roaring Fork/ Crystal valley area for over 30 years. On March 7\textsuperscript{th} 2020 we will host our annual banquet at the Orchard in Carbondale. This is the 9\textsuperscript{th} year in a row that we have had the event at the Orchard. Many would agree that we host a very fun, safe and successful banquet each year. The Orchard as you know is well set up for events just like this. Being able to responsibly serve alcohol at our event ensures people will have a good time. There will be one main bar location just like last year. The Bar tenders themselves (Orchard Employees) will be in charge of making sure everybody has a valid ID. We have not had any major Intoxication issues in many years and everybody seems to keep themselves in check. There is however upwards of 20 Ducks Unlimited Volunteers on the lookout for overserved individuals and also the Orchard Staff that is experienced at the same thing.

We expect to have another fun successful banquet this year that is also well controlled.

Thank you,

Garret Jammalon
Co-Chairman
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for CoVenture

Date: January 29, 2020

CoVenture has submitted a liquor license special event application for February 28, 2020 from 4:00 pm—9:00 pm at 201 Main Street. I have found no records that would cause me to recommend denial of this liquor license application.

Jonathan Stokley / Event Manager

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

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

AND ONE OF THE FOLLOWING:

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

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

COVENTURE

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

201 Main Street, Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

201 Main Street, Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

Jonathan Stokely

5. EVENT MANAGER

Same

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

- NO
- YES

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

- NO
- YES

TO WHOM?

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

- NO
- YES

HOW MANY DAYS?

N/A

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
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<td>February 28</td>
<td>4 PM</td>
<td>m</td>
<td>To</td>
<td>9 PM</td>
<td>m</td>
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</table>

OATH OF APPLICANT

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

SIGNATURE

Jonathan Stokely

TITLE

Cofounder & Director of Growth

DATE

01/22/20

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Social Bridge

is a Nonprofit Corporation

formed or registered on 03/31/2017 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 20171258711.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2020 that have been posted, and by documents delivered to this office electronically through 01/23/2020 @ 11:05:56.

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 01/23/2020 @ 11:05:56 in accordance with applicable law. This certificate is assigned Confirmation Number 12035699.

[Great Seal]

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
Jan. 22, 2020

To whom it may concern;

As landlord of 201 Main St and the Chairman of COVENTURE, I give my permission for COVENTURE and TACAW to co-host an event on Feb. 28, 2020 in COVENTURE space in 201 Main St.

We are co-hosting a workshop with Protect your Winters, a non-profit focused on providing outdoor experiences to disabled veterans. We are proud to support this important organization in its mission to help educate our community on the positive impact of outdoor adventure and experiential education.

Please contact our Executive Director, Michael Lowe (mike@coventure.io) for further details.

Regards,

Sincerely,

T. Tyler Moebius
201 Main Street
Suite 101B
Carbondale, CO 81623
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the Carbondale Arts—Fashion Show to be held at
Carbondale Recreation Center on March 13-14, 2020.

Date: January 29, 2020

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol at the Carbondale Arts-Fashion Show being held on
March 13, 2020 6:00 pm—11:00 pm and March 14, 2020 6:00 pm—11:00 pm at Carbondale
Recreation Center.

Amy Kimberly—Event Manager

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

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

**AND ONE OF THE FOLLOWING:**
- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARITABLE, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY

**TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**
- [X] MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- MALT BEVERAGE (3.2 BEER) $10 PER DAY

**LIQUOR PERMIT NUMBER**

**STATE SALES TAX NUMBER (REQUIRED)**

<table>
<thead>
<tr>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
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**NAME**
- REGNA JONES

**5. EVENT MANAGER**
- AMY KIMBERLY

**6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?**
- [ ] NO
- [x] YES

**7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?**
- [ ] NO
- [x] YES

**8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?**
- [ ] NO
- [x] YES

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
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<tr>
<td>3/13/20</td>
<td>6 P.M.</td>
<td>11 P.M.</td>
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<tr>
<td>3/14/20</td>
<td>6 P.M.</td>
<td>11 P.M.</td>
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</table>

**OATH OF APPLICANT**

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

**SIGNATURE**
- [Signature]
**DATE**
- 3/13/20

**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**
- [Signature]
**DATE**
- [Date]

**LOCAL LICENSING AUTHORITY**
- [Attest]
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,

Carbondale Arts

is a

Nonprofit Corporation

formed or registered on 07/10/1974 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 19871275446.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/22/2020 that have been posted, and by documents delivered to this office electronically through 01/23/2020 @ 09:43:39.

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 01/23/2020 @ 09:43:39 in accordance with applicable law. This certificate is assigned Confirmation Number 12035154.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site. http://www.sos.state.co.us/hic/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us click 'Businesses, trademarks, trade names' and select 'Frequently Asked Questions'.
West Entrance: Doors must remain closed during the function and no load-out allowed from this exit due to noise concerns from neighbors.
To the Carbondale Board of Trustees;

Thank-you so much for considering our application to this year’s Green Is the New Black Fashion Extravaganza. This is our 12th year and we have a good system in place and continually look for ways to improve. We have had the same team of people running our alcohol sales for the last 6 years. This is the same team that runs Mountain Fair. They are TIPS trained. We also offer a Thursday night, alcohol free night. We hire professional security, as well as volunteer Fashion Police. Many of these volunteer slots are filled by the same people who have been with us for years and understand the complexities of this position. We will have professional and volunteer security, as well as wristbands. This event continues to work with local purveyors. Marble Distilling and Roaring Fork Beer Company are our partners. Additionally, Carbondale Arts pays our sales tax and helps local businesses. All proceeds from this event supports arts education for youth in our valley year round.

Thank-you for your consideration of this application.

Thank-you!

Sincerely,

Amy Kimberly
Carbondale Arts ED
amy@carbondalearts.com
January 24, 2020

CRCC Facility use agreement for the Green is the New Black Fashion Show

March 10-14th, 2020

Special Event Liquor License BOT review on Tuesday, February 11th, 2020

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)

CRCC Manager  

Parks & Recreation Director  

Police Chief  

Town Manager  

Town Clerk  

CRCC Special Event Public Rental Agreement 250 or more participants

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 Carbondale Arts (RENTER) for the following function: Green is the New Black Fashion Extravaganza whose address and contact information is as follows:
Street or P.O. Box: PO Box 175
City: Carbondale
State: CO
Zip Code: 81623
Work Phone #: 970.963.1680
Home Phone #: e-mail: amy@carbondalearts.com
Fax #: Cell #: 970.618.1101

The parties do hereby agree to the following:

1. **PREMISE:**
   The site of the GITNB Fashion Extravaganza (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:

   **(DATE & DAY)**  **Setup**  **3-10**  **- 3-12**  **(TIME)**  From 9 am am/pm To 10 pm am/pm
   **(DATE & DAY)**  **Event**  **3-13**  **- 3-14**  **(TIME)**  From 9 am am/pm To 10 pm am/pm
   **(DATE & DAY)**  **Cleanup**  **3-14**  **(TIME)**  From 10 am am/pm To 1 am am/pm

   Above total use of CRCC is _____ hours.

   1.1 (RENTER) anticipates that the total number of attendees (including 100 staff & volunteers, and 600 guests & performers) at the EVENT will be approximately 700 people.

2. **EVENT MANAGEMENT PLAN:**
   (RENTER) shall provide EVENT MANAGEMENT PLAN to Town of Carbondale Recreation Center Manager by 2/3/20. 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 #)
   B) SET-UP PLAN (describe set-up prior to actual event)
   C) SITE MAP of CRCC (town provided) that shows locations where everything is taking place
   D) EVENT SCHEDULE (listing set-up times, event times, and take-down/cleanup times)
   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)
   F) CROWD MANAGEMENT PLAN (describe staff & security approach to unruly patron behavior, alcohol intoxication, illegal drug use/possession, refusal to leave if requested)
   G) ON-SITE PARKING MANAGEMENT PLAN (describe north parking lot staffing)
   H) OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN (may be required – refer to below)
   I) LOADING & UNLOADING PLAN (describe policy & procedure for getting equipment in)
   J) CONCESSIONAIRES LOCATIONS (describe locations & required Town sales tax submittal)
CRCC Special Event Public Rental Agreement 250 or more participants

K) SIGNAGE PLAN (describe signs RENTER is providing; see list below)
- Kinds of shoes prohibited on gym floor to prevent damage (discuss with CRCC staff)
- Smoking area, dance floor area, portable toilet area, parking signs, emergency access, etc.
- No carry-in or carry-out of alcohol or glass on CRCC PREMISE for public events.
- No open containers of alcohol allowed on CRCC PREMISE (except in licensed area)
- No cameras, cell phones, recording devices (optional depending upon event)
- No dogs allowed on CRCC PREMISE
- No unauthorized vending on CRCC PREMISE Vendors must have a current Town Sales Tax License

L) TRASH PLAN (see below #3)

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

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.

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

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

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.

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 by 2/3/2020, who will coordinate and get approval for this plan by the Public Works Department and Police Department.

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 (town dumpster(s) on site may not be used).

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.

3.2 (RENTER) shall provide a plan or their contract for removal of trash and recyclable materials so that it occurs no later than 3/4/2020 from within CRCC, and no later than 3/15/2020 from off the CRCC Premises.

4. SANITATION TOILET PLAN:
4.1 Additional outside sanitation portable toilets may be required at CRCC for EVENT. (RENTER) may be required to contract with a Sanitation Provider to install two (2) to six (6) portable toilets at CRCC depending on number of expected attendees. If required,
CRCC Special Event Public Rental Agreement 250 or more participants

a written plan for locating and maintaining portable toilets shall be provided to
Recreation Center Manager. (RENTER) shall remove all waste disposal in accordance
with applicable State laws, and all portable toilet facilities shall be removed from CRCC

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

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

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 (Master card,
Visa, Discovery) payable to: CARBONDALE RECREATION & COMMUNITY
CENTER, for the CRCC RENTAL AGREEMENT USER FEE.

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

5.3 These fees must be paid in full to Recreation Center Manager no later than
2/10/2020.

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,
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.

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.

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
items by January 30/2020:

(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).
CRCC Special Event Public Rental Agreement 250 or more participants

(c) Letter stating: Set-up plans for serving alcohol (AND) Policy plans for serving alcohol (TIPPS training, ID carding, wrist bands, etc.)

(d) Copy of deed, lease or written permission of owner 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

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.

9. INSURANCE: applicable to events open to the public, not applicable for private, invitation only events.
(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 by 3/1/2020
and a copy to the Recreation Center Manager by 3/1/2020.

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 or act of God. 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.

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.

12. AUTHORITY TO CONTRACT:
CRCC Special Event Public Rental Agreement 250 or more participants

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.

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.

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: ak
CRCC Special Event Public Rental Agreement 250 or more participants

RECREATION CENTER MANAGER REVIEW AND COMMENTS:

Post "NO OUTSIDE ALCOHOL" signs on Thursday night. Post carpet squares under heavy equipment.

RECOMMENDATION: APPROVAL: x DENIAL: 
Signature: 
Conditions Suggested: 

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:

RECOMMENDATION: √ APPROVAL: DENIAL: 
Signature: 
Conditions Suggested: 

POLICE CHIEF REVIEW AND COMMENTS:

RECOMMENDATION: APPROVAL: x DENIAL: 
Signature: 
Conditions Suggested: 

TOWN MANAGER REVIEW AND COMMENTS:

RECOMMENDATION: √ APPROVAL: DENIAL: 
Signature: 
Conditions Suggested: 

6
CRCC Special Event Public Rental Agreement 250 or more participants

TOWN OF CARBONDALE:

Town Manager
(if needed) 

Date: 1/2/19

EVENT REQUIREMENTS APPROVED:

Parks & Recreation Director

Date: 01/21/2020

LIQUOR LICENSING APPROVAL:

Liquor License Approval Pending

Date: 1/24/2020

Gene Schilling
Police Chief

Date: 1/30/20
CRCC Special Event Public Rental Agreement 250 or more participants

EXHIBIT A: Security

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 that are invitation only/private rentals of CRCC space 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 over 150 people 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 only expected/invited persons are admitted to the event.
   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 (No of Participants: Security Personnel)

<table>
<thead>
<tr>
<th>Range</th>
<th>Security Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-149</td>
<td>0-1 security personnel</td>
</tr>
<tr>
<td>150-250</td>
<td>1-2 security personnel</td>
</tr>
<tr>
<td>250-600</td>
<td>3-5 security personnel</td>
</tr>
</tbody>
</table>

Events with alcohol Security Ratios (No of Participants: Security Personnel)

<table>
<thead>
<tr>
<th>Range</th>
<th>Security Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-149</td>
<td>0-2 security personnel</td>
</tr>
<tr>
<td>150-250</td>
<td>2-3 security personnel</td>
</tr>
<tr>
<td>250-600</td>
<td>4-5 security personnel</td>
</tr>
</tbody>
</table>

For private/invitation only events: Attach a signed copy of security contract, displaying number of security guards and hours they will be employed for your function. Security must be present anytime alcohol is served and must remain until the facility is locked up and staff has safely exited the premises & the property. Contract Due date: __________Date received: __________

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: __________Date received: __________

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

Renter Signature: __________________________ Name Printed: Amy Kimberly Kaiser Date: 1/20/2020
CRCC Special Event Public Rental Agreement 250 or more participants

**Exhibit B: Occupancy Loads and Fee Structures**

CRCC facilities to be used.* Maximum capacity for entire building cannot exceed 1,483. None of the fire exits can be blocked with rented equipment and all exit signs must always be visible and on.

**Gymnasium** Net Floor Area: 6,300 Sq. Ft.
Occupant Load (concentrated, chairs only not fixed): 900
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
## General / Business Use

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Gymnasium Rental</td>
<td>$121 / $183</td>
<td>$504 / $840</td>
<td>$300 / $600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>$48 / $67</td>
<td>$242 / $336</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$37 / $51</td>
<td>$184 / $287</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby &amp; Patio</td>
<td>$24 / $34</td>
<td>$121 / $188</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (closed)</td>
<td>$253 / $395</td>
<td>$1205 / $1775</td>
<td>$1000 / $2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/ft * x hrs + 3 hr gym buff =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$24/hr/officer * x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Underlined = rental rates for functions serving alcohol from 250 participants and up*

### Equipment & Amenities

<table>
<thead>
<tr>
<th>Item</th>
<th>Per hour</th>
<th>Day rate (6 + hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairs (250 included w/rental)</td>
<td>$2 each additional</td>
<td></td>
<td></td>
<td></td>
<td>Waived by volunteers</td>
</tr>
<tr>
<td>Curtain (4 sections 20' tall x 10' wide)</td>
<td>$35 per section</td>
<td></td>
<td>$140.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Staff Time = 2 staff x 2hrs x $24/hr)</td>
<td>$96/setup &amp; $96/takedown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage (4 ft by 8 ft sections: 12 sections )</td>
<td>$20 per section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Staff Time = 2 staff x 2hrs x $24/hr)</td>
<td>$96/setup &amp; $96/takedown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bounce House</td>
<td>$75/hr</td>
<td></td>
<td></td>
<td>$4,297.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal Room Rental</td>
<td></td>
<td></td>
<td>$140.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Equipment Rental</td>
<td></td>
<td></td>
<td>$600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional staff after hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Facility Fees</td>
<td></td>
<td></td>
<td>$5,037.00</td>
<td>Paid Date 1/4/20</td>
<td></td>
</tr>
<tr>
<td>Reservation Deposit</td>
<td></td>
<td></td>
<td></td>
<td>Paid Date</td>
<td></td>
</tr>
<tr>
<td>50% of facility charge:</td>
<td></td>
<td></td>
<td></td>
<td>Paid Date</td>
<td></td>
</tr>
<tr>
<td>Balance Due</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refundable Damage Deposit Amount</td>
<td>CK # 17660 / Cash</td>
<td></td>
<td>$2,000.00</td>
<td>Received 1/23/20</td>
<td></td>
</tr>
<tr>
<td>(Can be processed with a Credit card)</td>
<td></td>
<td></td>
<td></td>
<td>Returned</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name on Card</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CVC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit C: Renter’s Responsibility 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.
- After event is over tables must be wiped down with disinfectant and stored back in the activity closet. Staff will be available to show where these tables should be stored.
- All chairs must be stacked back on the chair carts, 20 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.
- 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.
- Carpet tiles should be cleaned off at the end of the event and placed back on the carpet tile caddy in the Gym Storage area.
- It is the renter’s responsibility to dispose of all garage accumulated at their event. Garage left outside or inside the facility will result in loss of part of your security deposit.
- 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, curtains and any sound equipment rented.
- 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.
  - 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.
  - 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.
  - 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 of.
  - Outside Patio: The patio must be swept. Tables wiped down. All garbage disposed of.
  - 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 should be discarded.

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.

Celly Kaiser (Renter’s signature)  Amy Kimberley (Kaiser) (Renter’s printed name)
CRCC Special Event Public Rental Agreement 250 or more participants

EXHIBIT D

CRCC Special Event Rental 250 plus participants

Rental Check List for Damage Deposit Return

Following rental, all rooms used by (RENTER) will be thoroughly checked by CRCC staff. Any infraction of the Agreement or CRCC Policies may result in a portion or all of damage deposit being retained by TOWN. User agrees to reimburse the TOWN for any cost that exceeds the damage deposit. Signing of this document does not release User from these obligations. Please Sign that you have read and understood this exhibit:

RENTER

<table>
<thead>
<tr>
<th></th>
<th>Scheduled</th>
<th>Actual Usage</th>
<th>Notes: Additional staff cleaning or repair time will be deducted at the rate of $40/hr/staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Set-Up began</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time Clean-up Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Guests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check List:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables &amp; Chairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean/Undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Bagged and removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>from facility (Town Dumpster</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>not available for Event Trash)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spills Mopped/Floor Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorations Removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Equipment intact</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Furnishings, Lamps Etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathrooms show no obvious</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>wear or filth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Renter Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnasium Floor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity/room clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rented: (TV, Podium, microphone, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patio and Balcony furniture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>clean/undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside area</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>clean/undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Returned, if issued</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other /Report of Incident</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Called? Incident</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report filled out?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total amount charged</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Coordinator/Attendant: ____________________________ Date: 01/30/20
To Carbondale Rec Center;

Thank-you so much for hosting us for this year's Green Is the New Black Fashion Extravaganza. This is our 12th year and we have a good system in place and continually look for ways to improve. We have had the same team of people running our alcohol sales for the last 6 years. This is the same team that runs Mountain Fair. They are TIPS trained. We also offer a Thursday night, alcohol free night. We hire professional security, as well as volunteer Fashion Police. This year, we are having Gay4Good oversee nonalcoholic drinks on Thursday. We will also check bags etc. to insure what happened last year does not happen again. In fact, we plan to promote it as a “nonalcoholic night”. We look forward to working with all of you again this year. All proceeds from this event supports arts education for youth in our valley year round.

Thank-you for your support!

Warmly,

Amy Kimberly
Carbondale Arts ED
amy@carbondalearts.com
Green Is the New Black Event Management Plan

1. See form
2. Event Plan
   A) Event Organizers: Amy Kimberly - 970.618.1104, Rachael Manning - 719.293.5525 Staff Personnel - Evan Gaspar w/Alchemy - 513.616.6038
   B) Set-Up Plan
      Carbondale Arts will take over the gym on Tuesday, March 12th at 8 a.m. Alchemy will install tech while we work on curtains and backdrop. All should be in place by 5 p.m. on Tuesday for the stage. Chairs will be set up on Wednesday. Lobby will be set up on Friday.
   C) See Map
   D) Event Schedule
      Tuesday, March 12: Gym - 8 am - 5 pm/Rehearsals starts 5 pm - 10 pm
      Wednesday, March 13: Gym - 8 am - 5 pm Chair Set-Up/Tech Rehearsal is 5 - 10
      Thursday, March 14: Gym + Lobby - Last minute set-up + Lobby
      Thursday, March 14 - 7:30 pm - Doors Open for Preview Show
      Friday, March 15 - Need Kitchen and all rooms except workout room
      Doors Open 7 pm/Show at 8 pm/Trunk Sale following show/Out by 11:30
      Saturday, March 16 - Need Kitchen and all rooms except workout room
      Doors Open 7 pm/Show at 8 pm/Trunk Sale following show
      Break-down starts following show/done by 1 am
   E) Map of Liquor - See attached map
   F) Crowd Management
      Carbondale Arts provides hired and volunteer security at all Entrance/exit points
      Carbondale Arts provides signage at all doors showing entrance/exits/No Liquor/ID info/Bathrooms etc.
      All Bar Supervisors are TIPS trained and have been doing this for many years. When dealing with intoxication we first stop serving said person, give them water, check in with friends. If they become unruly we call 911 to have them removed
   G) On Site Parking
      There has never been a problem in the parking lot but our security does keep an eye on it as people arrive and depart
   H) Off Site Parking
      We do not conflict with a TRTC show this year so there should be plenty of off site parking
   I) Loading/Unloading - We will load in on side of building directly into gym but will unload in back of building so as not to disturb neighbors.
   J) Concessionaires - Beer+Wine is served out of kitchen. A martini bar set-up is in back of Gym, near kitchen. Small back room is used for Trunk Sale as is lobby.
K) Signage (see F)
L) Trash Plan - We work with Evergreen Events and Volunteers to insure most waste is recycled and composted. They haul all trash away.
M) Sanitation - We work with MRI and provide one porta potty for backstage and two outside of venue for crowd.

We also provide our own clean up people for Thursday - Saturday
Carbondale Recreation & Community Center
567 Colbrado Ave
Carbondale, CO 81623
(970) 510-1292

1 Block Reservation
  Fashion Show
    Carbondale Arts Carbondale Arts
    Carbondale Arts Carbondale Arts
----------------
Total:  5,037.00
Check #: 17659
  Paid CHECK: -5,037.00
----------------
Change:  0.00

01/24/2020 02:50:07 PM
204711
ADMIN
17325

THANK YOU!
Town of Carbondale  
511 Colorado Ave  
Carbondale CO 81623  
970-963-2733  

Receipt No: 1.161765  
Jan 23, 2020  

CARBONDALE ARTS  

Previous Balance: .00  
Deposits, Rentals, Leases  
DAMAGE DEPOSIT-3/10-3/14  2,000.00  

Total: 2,000.00  

Check  
Check No: 17660  
Total Applied: 2,000.00  
Change Tendered: .00  

01/23/2020 3:52 PM
January 24, 2020

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

Ladies and Gentlemen:

I am writing on behalf of Amy Kimberly, who is representing the Carbondale Council of Arts & Humanity. The Town of Carbondale Recreation Department has given CCAH and the Green is the New Black Fashion Show permission to use the Carbondale Recreation Center for the special event fashion show to be held March 12, 13, 14, 2020.

Sincerely,

Jesi Rochel
Recreation Center Manager
Town of Carbondale
Title: 8th Street Traffic Calming and Multi-Modal Improvements Agreement

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Alta Planning + Design Agreement

BACKGROUND
On December 11, 2019, a request for proposals was posted for planning, public outreach and design services for potential traffic calming and multi-modal improvements on 8th Street. The proposed study area was from Main Street to Village Road. Proposals were due on January 20, 2020.

DISCUSSION
The Town received four proposals in response to the RFP. All proposals were received from firms or teams capable of adequately performing the work. Proposals received were from the following companies: Alta Planning + Design, Design Workshop, DHM, and Otak. The proposals were reviewed by three staff members as well as a representative from the Bike, Pedestrian and Trails Commission. On January 23rd, the four members of the review committee met to go over the proposals. Following that meeting, they met again on January 30th and had a final meeting on February 3rd. After these meetings, the consensus of the committee was to recommend that the Board approve a professional services agreement with Alta Planning + Design.

While all four companies were capable of performing the work, in the end, the distinguishing characteristics of Alta’s proposal included:

- The detail of their overall project understanding and associated tasks provided the committee with the highest level of confidence in their understanding of the project.
- The detail of their public engagement demonstrated a clear understanding of the importance of this aspect of the project.
- Their company’s, and project team’s specialization in multi-modal transportation is highly appropriate for this type of project.
- Their final deliverables for the project are proposed to be taken to a greater level of detail than any of the other proposers. This will make future implementation of the plan more straight-forward.
FISCAL ANALYSIS
Alta’s not-to-exceed cost of $67,910, was the second lowest cost proposed for
this project and is within the budget for this project.

RECOMMENDED ACTION
Staff recommends the following motion: I move to approve, and authorize the
Mayor to sign, the attached agreement with Alta Planning + Design for work
on the 8th Street Traffic Calming and Multi-Modal Improvements Study.

Prepared by: Kevin Schorzman

______________________________
Town Manager
Town of Carbondale

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the 11th day of February, 2020 by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and ALTA PLANNING + DESIGN, INC. a California corporation (“CONSULTANT” or “Consultant”).

WHEREAS, after a competitive interview process concerning consulting services with regard to the potential traffic calming and multi-modal improvements on 8th Street, the Town determined to negotiate with Consultant with regard to such Services; and

WHEREAS, the Town now desires to contract with Consultant for, and Consultant desires to perform for the Town, such Services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide the Services, as more fully identified on Attachment A (Consultant’s Proposal), which is incorporated herein by this reference.

2. **Town Information.** The Town shall provide all public information reasonably requested by Consultant to perform the Services. Consultant may require additional assistance and information from Town staff from time to time, and Town agrees to provide such assistance as may be reasonably requested by Consultant on a timeline that is reasonable based on the Town staff availability.

3. **Compensation.** The Town agrees to compensate Consultant for its fees and services in an amount not to exceed sixty seven thousand nine hundred ten dollars ($67,910.00), for the scope of work identified on Attachment A, with compensation and release of Town funds on a percent complete basis with documentation of percent complete accompanying each invoice. This amount is inclusive of all projected travel time, per diem, etc., and the Town shall not be charged for additional reimbursable expenses or work beyond the scope of services hereunder without separate written agreement thereto.

4. **Billing.** Consultant shall invoice the Town on a percent complete basis as detailed on Attachment A, and completed as detailed on Attachment B (Consultant Project Schedule), with each bill to include a list of labor terms and any reimbursable expenses or additional authorized work charges incurred during that billing period. Payments of amounts due shall be made by the Town within thirty (30) days after receipt of each statement and all necessary backup data. Consultant may add late fees of 1.5% per month to charges not timely paid within such thirty (30) day period.
5. **Term and Renewal.** This Agreement shall be effective as of February 11, 2020, and shall extend until completion of the Services, unless earlier terminated pursuant to this Agreement.

6. **Status.** Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose. Consultant shall be responsible for payment of all federal, state and local taxes as may be associated with amounts paid by Town to Consultant under this Agreement. Neither Consultant nor the Town shall have the right to commit the other beyond the terms of this Agreement without express written agreement of both parties.

7. **Standard of Care.** The standard of care applicable to Consultant’s services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

8. **Immigration Compliance.** The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify to the consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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

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

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

   The Consultant shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).
If Consultant fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

9. **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONSULTANT OR ITS SUBCONSULTANTS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT, OR THE NEGLIGENCE OR MISCONDUCT OF CONSULTANT OR CONSULTANT’S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONSULTANTS. THIS INDEMNITY OBLIGATION SHALL INCLUDE PAYMENT OF ANY ATTORNEYS’ FEES OR COSTS INCURRED BY THE TOWN IN DEFENSE OF ANY INDEMNIFIED CLAIM. HOWEVER, NOTHING HEREIN SHALL OBLIGATE CONSULTANT TO INDEMNIFY, DEFEND, OR HOLD HARMLESS THE TOWN FOR ANY LOSSES, ATTORNEYS’ FEES OR COSTS CAUSED BY THE TOWN’S OWN NEGLIGENCE OR MISCONDUCT.

10. **Insurance.** Consultant shall obtain, maintain and provide proof of general liability, automotive liability, professional liability, and worker’s compensation insurance to the Town upon execution of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town, but regardless of such acceptance it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times. The Town shall be named as an additional insured on the Consultant’s Commercial General Liability and Automobile Liability policies.

11. **Governmental Immunity/TABOR/Immigration Compliance.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Carbondale and it shall not be construed as a multi-year financial obligation of the Town. The Town’s obligations shall terminate should it fail to budget funds toward this Agreement after the current fiscal year. Consultant also agrees to be bound by the terms of attached Addendum A as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

12. **Employees, Subcontractors and Assignees.** The providing of professional services required under paragraph 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ or subcontract with additional persons to assist in
the performance of this Agreement, subject to Town approval of each sub-consultant and that sub-consultant’s agreement to obtain and maintain insurance coverage equivalent to that maintained by Consultant pursuant to Paragraph 7, above. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.

13. **Termination.** If at any time the Town is dissatisfied with the services of Consultant for any reason whatsoever, the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for services rendered through the date of notice of termination. Consultant may terminate this Agreement after ten (10) days’ prior written notice to the Town if Town breaches this Agreement or fails to pay Consultant pursuant to the terms of this Agreement and Town fails to cure within 10 business days after receipt of Consultant’s notice, or such longer period of cure as Consultant may specify in such notice. In the event of any such termination by the Consultant, the Town’s liability to the Consultant shall be limited to payment for services rendered through the date of the notice of termination.

14. **Notice.** Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

Copy to: Mark Hamilton  
Town of Carbondale Attorney  
Holland & Hart LLP  
600 E. Main St., Suite 104  
Aspen, CO 81611

To Consultant: Joe Gilpin  
Vice President and Principal-in-Charge  
Alta Planning + Design, Inc.  
711 SE Grand Avenue  
Portland, OR 97214

15. **Responsibilities.** Consultant shall be responsible for all damages to persons or property caused by Consultant, its employees, sub-consultants or others for whom Consultant is legally liable.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written
mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

18. **Authority.** Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to reasonable attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as set forth below.

TOWN OF CARBONDALE
A Colorado home rule municipal corporation

By: _________________________________

ATTEST:

Dan Richardson, Mayor

Cathy Derby, Town Clerk

CONSULTANT

By: _________________________________

Joe Gilpin, Vice President, as duly authorized
TOWN OF CARBONDALE  
511 COLORADO AVENUE  
CARBONDALE, CO 81623 

Board of Trustees Agenda Memorandum

Meeting Date: February 11, 2020

TITLE: 1201 Main Street – Consideration of Ordinance of Approval and Development Improvements Agreement

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Ordinance No. 2, Series of 2020  
1201 Main Development Improvements Agreement

BACKGROUND

On December 10, 2019, the Board approved the 1201 Main Street (formerly known as Sopris Lofts) application and directed Staff to prepare approval documents for the Board’s consideration. The proposal is for a mixed-use development with approximately 3,881 sq. ft. of commercial space and 27 residential dwelling units on the 34,215 sq. ft. parcel. The property is located at the northeast corner of Highway 133 and Main Street. All of the residential units would be rentals.

DISCUSSION

Attached please find Ordinance No. 2, Series of 2020 and the Development Improvements Agreement (DIA) memorializing the approval of the 1201 Main Street development for the Board’s consideration.

There are two engineer’s cost estimates included with the DIA. One is for the required infrastructure improvements for the 1201 Main Street project. The second is for a necessary upgrade to the Town’s sewer main system. The estimate for this work is $254,072.50. Once the work is complete, the Town would reimburse the Developer for the sewer main system upgrade. The Town has anticipated doing this upgrade in conjunction with this project for quite some time, and funds are available in the 2020 budget.
RECOMMENDATION

Staff recommends that the following motion be approved: Move to approve Ordinance No. 2, Series of 2020 and the 1201 Main Street Development Improvements Agreement.

Prepared By: Janet Buck, Planning Director

JH

Town Manager
ORDINANCE NO. 2
SERIES OF 2020

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING THE 1201 MAIN STREET PROJECT INCLUDING:

MAJOR SITE PLAN REVIEW (FOR A MIXED RESIDENTIAL/_COMMERCIAL BUILDING), A CONDITIONAL USE PERMIT (TO ALLOW GROUND FLOOR RESIDENTIAL UNITS), ALTERNATIVE COMPLIANCE (TO ALLOW REDUCTION IN WIDTH OF REQUIRED LANDSCAPE BUFFER AREA ALONG STATE HIGHWAY 133 AND OFF-STREET PARKING TO BE LOCATED WITHIN THE COLORADO AVENUE RIGHT-OF-WAY), AND AN AMENDMENT TO ORDINANCE NO. 18, SERIES OF 2016 (FOR PURPOSES OF CONFIRMING PRIOR REZONING TO MIXED-USE (MU) ZONE DISTRICT)

WHEREAS, 1201 CO Ave. Holdings, LLC ("Applicant") submitted an application to the Town of Carbondale ("Town") for Major Site Plan Review approval to develop a mixed commercial and residential use project upon the property described on Exhibit A (the "Property"), for a Conditional Use Permit to authorize ground floor dwelling units, for alternative compliance approval to allow a reduction in the width of a required landscape area along State Highway 133 and required off-street parking to be located within the Colorado Avenue right-of-way, and for an amendment to Ordinance No. 18, Series of 2016, for purposes of confirming a prior rezoning of the Property to be part of the Mixed-Use (MU) zone district; and

WHEREAS, after required public notices, the Town’s Planning and Zoning Commission reviewed these requests at a noticed public hearing on October 10, 2019 and November 14, 2019, and recommended approval of these requests with conditions; and

WHEREAS, after required public notices, the Town’s Board of Trustees conducted a public hearing on these requests on December 10, 2019, during which public hearing the Board of Trustees heard and considered the statements of Town staff, the Applicant’s representatives, and members of the public, and reviewed and considered all other relevant documents and information presented at such hearing, all as required by law; and

WHEREAS, the Board of Trustees finds and determines that the Site Plan attached to this Ordinance as Exhibit B should be approved, with conditions, in order to allow development of a mixed-use project upon the Property for the following reasons pursuant to Section 2.5.3.C of the Unified Development Code ("UDC") (the UDC is codified as Chapter 17 of the Carbondale Municipal Code):
a. The proposed site plan is consistent with the Comprehensive Plan as the area is designated New Urban which envisions a flexible mix of retail, restaurants, service commercial, and multi-story mixed use buildings with buildings being the focal points of the site located close to adjacent streets;

b. The proposed site plan is consistent with the purposes section of the Mixed Use (MU) zone district as the development will provide a compact, mixed-use development that will provide people with the opportunity to live, work, recreate and shop in a pedestrian-friendly environment; the project will also include multi-modal access to and from downtown Carbondale, a vertical and horizontal mix of land uses, an interesting and walkable environment, tailored building design and streetscape standards that address features such as building mass and placement, building entries, and windows/transparency;

d. The proposed site plan complies with all applicable development and design standards set forth in the UDC; and

e. Traffic generated by the proposed development will be adequately served by existing Town streets.

WHEREAS, the Board of Trustees also finds and determines that a conditional use permit should be approved to authorize ground floor residential units upon the Property, with conditions, pursuant to Section 2.5.1.C.3.a of the UDC for the following reasons:

a. The site, building(s), and use meet the criteria, all applicable regulations and development standards as specified in the UDC for the zone district in which the use is located;

b. The proposed use is consistent with the Comprehensive Plan which envisions a flexible mix of uses, including residential uses;

c. The site includes no non-conformities;

d. The proposed use is planned in a manner that minimizes adverse impacts on the traffic in the neighborhood and surrounding uses; and

e. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (including hours of operation, noise, odor, dust, and other external impacts); and
WHEREAS, the Board of Trustees also finds and determines that it is appropriate
to approve Applicant’s request for alternative compliance from Section 5.4.3.B of the
UDC, which would allow Applicant’s proposed public plaza to be within the required 10-
foot landscape buffer area along State Highway 133, with conditions, pursuant to Section
5.1.3.E of the UDC for the following reasons:

a. Applicant’s proposed alternative will achieve the intent of the standard in
UDC Section 5.4.3.B.3 to a better degree than the regular standard for
landscape buffers as the proposal improves the aesthetic character,
contributes to the quality of development, and provides for pedestrian
activity in front of the building;

b. Applicant’s proposed alternative will advance the goals and policies of the
Comprehensive Plan and the UDC to a better degree than the regular
standard as it meets the goal in Section 4.11 of the Comprehensive Plan
(New Urban) which states that site design should provide obvious and safe
connections to the buildings for pedestrians and cyclists as well as
suggests that the inside of the building be connected with elements such as
outdoor activity areas;

c. Applicant’s proposed alternative will result in benefits to the community
that exceed benefits associated with the standard because the alternative
provides for pedestrian activity in front of the building as contemplated in
the Mixed-use Zone District, while the existing landscaped area in the
CDOT right-of-way provides an aesthetic landscape buffer; and

d. Applicant’s proposed alternative will impose no greater impacts on
adjacent properties than would occur through compliance with the specific
requirements of the UDC; and

WHEREAS, the Board of Trustees also finds and determines that it is appropriate
to approve Applicant’s request for alternative compliance from Section 5.8 of the UDC,
which would allow Applicant to place a portion of its required off-street parking within
the Colorado Avenue right-of-way, with conditions, pursuant to Section 5.1.3.E of the
UDC for the following reasons:

a. Applicant’s proposed alternative will achieve the intent of the standard in
UDC Section 5.8 as it will encourage multi-modal transportation options
and enhanced pedestrian safety;

b. Applicant’s proposed alternative will advance the goals and policies of the
Comprehensive Plan and the UDC to a better degree than the regular
standard as it meets the goal in Section 4.11 of the Comprehensive Plan (New Urban) to balance a pedestrian/bike friendly feel with convenient automobile access;

c. Applicant’s proposed alternative will result in benefits to the community that exceed benefits associated with the standard because it provides a sidewalk which is more safe for pedestrians; and

d. Applicant’s proposed alternative will impose no greater impacts on adjacent properties than would occur through compliance with the specific requirements of the UDC; and

WHEREAS, although Ordinance No. 2016, Series of 2016, which provided for the rezoning of the Property to Mixed-Use (MU), provided in section 4 that the Property would revert to Planned Community Commercial (PCC) zoning if development did not commence within one year, the Board of Trustees finds and determines that good cause has been shown, and that it is in the public interest, to eliminate the required timeline so that the 1201 Main Project described herein can proceed to be developed as part of the MU zone district as envisioned by the Town’s 2013 Comprehensive Plan; and

WHEREAS, the Board of Trustees also finds and determines that certain conditions of approval should be imposed as set forth below so that the project will be developed consistent with the purposes of the UDC; all of these conditions shall be met by making certain changes to the draft Site Plan and other documents submitted as part of the application and by virtue of the terms and conditions of a Development Improvements Agreement to be entered into between the Town and the Applicant and recorded contemporaneously with this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that:

1. All development shall be consistent with the final Site Plan and architectural renderings approved by the Town concurrent with this application.

2. Approval of the application shall also be subject to the following conditions:

   a. Contemporaneous with recordation of the Site Plan, the Applicant and the Town shall enter into a Development Improvements Agreement (“DIA”). Said DIA generally sets forth additional obligations of the Applicant in connection with this development, including, without limitation, obligations relating to installation of utilities and construction of other
onsite and offsite improvements, and required security for the same. As set forth in the DIA, the construction of these required improvements shall be completed by September 15, 2021 unless such timeline is extended by the Board of Trustees in its discretion for good cause shown. If construction of required improvements is not complete by this deadline, the Town may revoke or amend these approvals. The Applicant shall record the DIA with the Garfield County Clerk and Recorder contemporaneously with recording of this Ordinance and the approved Site Plan. The Applicant shall also submit an unconditional, irrevocable letter of credit in a form acceptable to the Town Attorney securing the required improvements described in this Ordinance and the DIA for a period extending at least 30 days following the deadline for completion of the required improvements.

b. Engineered construction plans for utilities shall be subject to review and approval by the Town’s Utilities and Public Works Directors prior to issuance of any building permit. The Applicant shall repair Town streets after utility lines are installed as per the Public Works Manual. Upon completion of construction, as-builds of all public and private utility locations shall be provided to the Town in accordance with the DIA.

c. The DIA requires a construction management plan to be approved by Town staff prior to the issuance of any building permits or the commencement of construction of the Public Improvements. The construction management plan shall include reclamation requirements, including re-grading and re-seeding, and remediation of any public safety issues, in the event that ongoing construction ceases prior to completion, and that the security held by the Town pursuant to the DIA may be applied to perform reclamation if the Applicant fails to do so.

d. All required public utility, public access (including public access to the plaza, and a pedestrian/bicycle easement), and a public bus stop easement, all as shown on attached Exhibit D shall be dedicated to the Town by grant of easement, which dedication shall include a special warranty of title, prior to acceptance of the required improvements. The final location and size of the easements shall be subject to Town Staff’s reasonable review and acceptance. Prior to acceptance, the Applicant shall provide the Town with surveyed legal descriptions of each easement and a current title insurance commitment committing to insure the Town’s interests in these easements with a coverage amount of at least $250,000.00, and the easement dedication shall be free and clear of all liens and encumbrances excepting any exceptions set forth on the title commitment that the Town determines to accept after review of a current title commitment. Any title
insurance premiums, including any additional premium(s) necessary to delete the “standard” title exceptions from the final title policy (if reasonably available), shall be paid by the Applicant. Any lender holding any lien upon the Property shall be required to execute a lien consent and subordination with regard to these easement dedications. Upon dedication, the Applicant shall pay the title premium required for an Owner’s Title Policy to issue to the Town insuring these required public easement dedications.

e. After construction of any public or private infrastructure or improvements, all portions of the site which will remain vacant shall be regraded and revegetated at the expense of the Applicant.

f. Separate sign permits shall be obtained from the Town for all outdoor signage prior to installation in accordance with the Carbondale Municipal Code.

g. All applicable water and sewer system development fees shall be paid prior to issuance of a building permit.

h. The Applicant shall enter into an agreement with the Carbondale & Rural Fire Protection District that addresses payment of impact fees prior to the issuance of any building permits for this project.

i. All development upon the Property shall conform to the approved landscape plan. All required public street trees shall be maintained, and replaced if needed, by the Applicant for two-full irrigation seasons following the planting or replacement of each tree.

j. The Applicant shall be responsible for the maintenance of the 5 ft. wide sidewalk along Colorado on the north side of the property.

k. The landscape islands in the Colorado Avenue right-of-way, including irrigation and maintenance of the irrigation system, shall be privately maintained in perpetuity by the Applicant. This maintenance obligation shall include replacement of plant material as needed from time to time. This private maintenance obligation may only be assigned by the Applicant to a successor owner of the entire project, or if the building is ever subdivided or condominiumized, to an incorporated owner’s association for the project, the members of which shall include all owners of all units within the project, which members shall pay regular assessments toward these common maintenance obligations.
l. The seating wall will be constructed of concrete/masonry.

m. Two windows have been added on the north façade of the building, toward the east side of the structure nearest Highway 133 to break up the long appearance of the façade.

n. The rooftop equipment shall be screened in accordance of Section 5.4 of the UDC (Landscaping and Screening).

o. All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting). The lighting plan shall be subject to review and approval of Town Staff.

p. Per Section 5.11 of the UDC, 20% of the total residential units within the project (five units) will be required to meet the Town’s Community Housing Guidelines. At all times, at least 20% of the completed residential units shall be made available and utilized as affordable housing pursuant to the Carbondale Affordable Housing Guidelines. There are a total of 36 bedrooms in the proposed plan; at least 15% of these bedrooms must be made available for affordable housing, and Applicant proposes to deed-restrict residential units containing at least 5 bedrooms.

While this project is under single ownership, the Applicant has offered to commit to a voluntary agreement pursuant to C.R.S. 38-12-301(2)(a) such that all affordable housing requirements will be met by the Applicant providing a proportionate number of deed-restricted rental units at the time of issuance of each building permit, with terms and occupancy overseen by the Town or its designee. However, at such time as any portion of this project is ever subdivided or condominiumized in the future, the Applicant shall be required to comply with the Community Housing requirements set forth in Section 5.11 of the UDC, as amended from time to time.

q. A shower and changing facility shall be constructed within the commercial space.

r. The Applicant shall pay a fee in lieu of water rights dedication to the Town in the amount of $30,035 prior to issuance of a building permit.

s. A “Knox” box shall be installed prior to issuance of a certificate of occupancy. The installation of the “Knox” box shall be subject to review and approval of the Fire District.
t. The Applicant shall also enter into an agreement with the Carbondale & Rural Fire Protection District that addresses payment of impact fees prior to the issuance of any building permits for this project.

u. All 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.

3. The duration, lapsing and/or termination of the approvals set forth herein shall continue to be governed by applicable provisions of the UDC with regard to site plans (UDC Section 2.5.3.G.2) and conditional use permits (UDC Section 2.5.1.C.4).

4. The Applicant shall pay and reimburse the town for all other applicable (and reasonable) professional and Staff fees pursuant to the Carbondale Municipal Code and as set forth in the DIA.

5. This Ordinance shall not be effective until full execution of the DIA, Applicant’s posting of all security required by the DIA, and the posting and publication of this Ordinance for a 30-day period in accordance with the Carbondale Home Rule Charter.
INTRODUCED, READ AND PASSED this ___ day of __________, 2020.

THE TOWN OF CARBONDALE

By: _________________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk

EXHIBITS:

A. Legal Description of Property
B. Site Plan
C. Development Improvements Agreement
D. Public Access Easement Exhibit

kevwnpnn.DOC
Commitment No: 700096-C2

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

A PARCEL OF LAND IN THE TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SITUATED IN LOT 9 OF SECTION 33 AND IN LOT 12 OF SECTION 34, ALL IN TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF A ROAD OR STREET IN THE TOWN OF CARBONDALE, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 133, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD OR STREET WHENCE THE SURVEY MONUMENT AT THE INTERSECTION OF MAIN AND EIGHTH STREETS IN SAID TOWN BEARS: S. 00° 03' 00" W. 394.04 FEET AND S. 89° 57' 00" E. 878.41 FEET;

THENCE S. 00° 25' 00" E. 138.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD;

THENCE S. 89° 18' 00" W. 194.31 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE N. 58° 31' 30" W. 114.09 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE N. 21° 52' 38" W. 99.85 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE S. 87° 58' 00" E. ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD OR STREET, 328.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT:

That portion conveyed to Colorado Department of Transportation, State of Colorado, by instrument recorded April 28, 2014, at Reception No. 848650.
DEVELOPMENT IMPROVEMENTS AGREEMENT
1201 MAIN PROJECT
TOWN OF CARBONDALE, COLORADO

This DEVELOPMENT IMPROVEMENTS AGREEMENT (“Agreement”) is made and entered into between the Town of Carbondale, Colorado (“Town”), and 1201 CO Ave. Holdings, LLC, a Colorado limited liability company (referred to herein as “Developer”), to become effective ________________, 2020, regardless of the date when the parties actually sign it.

1. Recitals

For the purpose of interpreting and giving effect to this Agreement, the Town and the Developer agree to the truth and the accuracy of the following:

a. Developer is the owner in fee simple of the property described on attached Exhibit A (the “Property”).

b. Developer has submitted to the Town an application for approval of a Major Site Plan for the Property, together with requests for approval of a conditional use permit and two alternative compliance approvals, to facilitate the development of a mixed use (residential/commercial) project, and desires the Town to approve the same (all of these related requests are collectively referred to herein as the “Application” and the project requested to be approved pursuant to the Application is referred to as the “Development” or the “project”).

c. This Agreement shall constitute the Development Improvements Agreement between the Town and the Developer regarding the development of the Property.

d. The obtaining of final approval of the Application will inure to the benefit of Developer and any of Developer’s successors and assigns.

e. The Developer recognizes and acquiesces in the jurisdiction and the power of the Town to impose the restrictions and conditions required of the Developer in this Agreement, joins in the imposition of them, and agrees to perform each and every one of them.

g. On February 11, 2020, the Board of Trustees of the Town of Carbondale, after holding all necessary public hearings, approved Ordinance No. ___, Series of 2020 (the “Approval Ordinance”), which document is being recorded in the Office of the Garfield County Clerk and Recorder contemporaneously with this Agreement. The terms and conditions of the Approval Ordinance are incorporated herein by this reference as if set forth herein verbatim, and the approvals cited above are contingent upon the express condition that all of the obligations and duties set forth in this Agreement and the Approval Ordinance are faithfully performed by the Developer.
2. **Specific Conditions.**

Developer hereby agrees to the following conditions of approval by the Town:

a. That all representations of the Developer made in the Application and in statements during the meetings and public hearings before the Town shall be considered conditions of approval. In the event it is determined by the parties that there is an omission in this Agreement or that this Agreement or other agreement between the parties does not correctly address or include all representations of the Developer, the agreement of the parties, or the conditions of approval by the Town, the parties shall execute an amendment to this Agreement or such other agreement as may be necessary to correct such omitted or incorrect matter.

b. That the Town has approved a Major Site Plan for the Property that includes the development of up to 27 housing units (consisting of 18 efficiency/studio apartments and nine two-bedroom apartments) and 3,881 square feet of commercial square footage within a single building, together with associated parking facilities, a common plaza area, sidewalks, and trails (the “Site Plan”). All development shall be consistent with the approved Site Plan unless an amendment is approved by the Board of Trustees pursuant to Sections 2.3.8 and 2.5.3 of the UDC. A copy of the Site Plan is attached hereto as *Exhibit B*.

c. That the public and portions of the private improvements required to be completed by the Developer in connection with the Town’s approval of the Major Site Plan (“Required Improvements”) and certain other obligations of the Developer shall be secured pursuant to this Agreement prior to the commencement of construction of any improvements or the issuance of any building permits for this project. The Required Improvements are described herein and are displayed on *Exhibit C* attached hereto and incorporated herein by this reference. The estimated cost of the Required Improvements is set forth on *Exhibit D* attached hereto and incorporated herein by this reference. In addition to completing the Required Improvements, the Developer has agreed to install a new 12” sanitary sewer main under Colorado Ave., as described on *Exhibit E* (“Sewer Main Improvements”). The cost of the Sewer Main Improvements is set forth on *Exhibit F* attached hereto and incorporated herein by reference and the Town shall reimburse Developer for such costs, or portion thereof, to the extent required by Section 16 below.

d. That the Developer hereby agrees to comply with all of the terms and conditions of the Approval Ordinance and this Agreement.

3. **Major Site Plan Approval.**

The Town hereby accepts and approves the Major Site Plan Review for the Property, which provides for future development of a single building containing a mix of commercial and residential uses. The layout of the proposed building, together with parking, common open space (including a public plaza), and trails (including a public trail along the east side of the Property from Main Street to Colorado Ave. and a second five-foot wide bicycle/pedestrian trail along Colorado Ave.), is generally depicted on the Site Plan, and the general locations of the various public access easements to be dedicated to the Town are set forth on *Exhibit G* attached hereto.
and incorporated herein by this reference. All of the public easements shown on Exhibit G shall be conveyed to the Town by the Developer, by easement deed with special warranties of title, with owner’s title insurance coverage provided to the Town, prior to the release of any security for the Required Improvements and prior to issuance of a building permit for the project, all as required by the Approval Ordinance.

Construction and maintenance of all Required Improvements and the Sewer Main Improvements within public rights-of-way and easements shall remain the obligation of the Developer until formal acceptance by the Town; provided, however, the Town shall formally accept the Required Improvements and the Sewer Main Improvements if the same are constructed in conformance with the Engineered Plans and Specifications, and the Developer is otherwise in compliance with all terms of this Agreement, the Approval Ordinance and applicable laws and regulations, including in particular Developer’s warranty security obligations hereunder. After acceptance, the Town shall assume maintenance responsibility for the public bicycle and pedestrian trail improvements, and all other public improvements located within public streets (e.g. curb/gutter and asphalt pavement, and the Sewer Main Improvements), but the Town will not accept maintenance responsibility for, and the Developer shall remain responsible for, perpetual private maintenance, repair, and replacement of all improvements within the public plaza area shown on the Site Plan and all private water or sewer service lines.


   Developer hereby agrees to the following conditions of approval by the Town for installation of the Public Improvements:

   a. The Developer has presented to the Town and the Town has approved all engineered plans and specifications necessary and required for construction and installation of the Public Improvements, as provided herein ("Engineered Plans and Specifications"). The Engineered Plans and Specifications include the documents listed below that are incorporated herein by reference:

   REQUIRED IMPROVEMENTS

   C1.0   SITE PLAN (11-20-19)
   C2.0   GRADING PLAN (8-27-19)
   C2.1   DRAINAGE PLAN (8-27-19)
   C3.0   UTILITY PLAN (8-27-19)
   L1     LANDSCAPE PLAN (11-20-19)

   SEWER MAIN IMPROVEMENTS

   C3.1   COLORADO AVENUNE PROPOSED SEWER MAIN
   C3.2   SANITARY SEWER DETAILS

   The Town Engineer and the Town Building Official shall have authority to require, if reasonably necessary, additional detailed drawings, clarifications, and/or corrections to these documents prior to the issuance of building permits for the project.
b. The estimated cost of completion of the Required Improvements, including a 10% contingency, is $252,605.10 according to the cost estimates prepared and certified by a Colorado-registered professional engineer set forth on Exhibit D, attached hereto and incorporated herein by this reference, and the estimated cost of completion of the Sewer Main Improvements, including a 10% contingency is $254,072.50 according to the cost estimate set forth on Exhibit F, attached hereto and incorporated herein by reference. The Required Improvements and the Sewer Main Improvements shall be constructed and installed in accordance with the Engineered Plans and Specifications approved by the Town. The Developer agrees to pay the entire cost of installation and construction of all of the Required Improvements and the Sewer Main Improvements, and to install, construct and complete the same on or before September 15, 2021, subject to the Town’s obligation to reimburse the Developer for the cost of the Sewer Main Improvements after completion and acceptance of the same by the Town, pursuant to Section 16 below.

c. The Required Improvements and the Sewer Main Improvements to be installed are generally described as follows and more particularly described on the Engineered Plans and Specifications to wit:

(i) Streets and Parking Areas. All public streets and parking areas shall be constructed by the Developer in accordance with the Engineered Plans and Specifications and the Town’s Public Works Manual. The concrete portions of all entrances into the Property, including but not limited to curb and gutter, entrance fillets, entrance valley pans, handicapped ramps, and warning pads, shall be constructed as part of the Required Improvements.

(ii) Public Sidewalks and Trails. The Developer shall construct all public sidewalks and trails shown on Exhibit G attached hereto.

(iii) Drainage. All construction shall be in accordance with the Drainage Report prepared by Sopris Engineering, LLC dated August 27, 2019. All drainage infrastructure (including dry wells) located upon the Property shall be permanently maintained, repaired and replaced by the owner of the Property. Drainage infrastructure located within Town rights-of-way shall be maintained by the Town after formal acceptance and expiration of applicable warranty periods.

(iv) Water Distribution System. The water distribution system shall include, by way of example, fire hydrants, water lines, and appurtenances, and shall be installed in accordance with the Engineered Plans and Specifications and the Town’s Public Works Manual. All water service lines shall be owned and maintained from the valve off of the public water main (a 6” hot tap) to the building by the owner(s) of the property or properties receiving service from such line. The Developer shall include on the as-builts required in Subsection 4(b)(xiv) below, the location and elevation of all individual water service lines installed in conjunction with the Public Improvements.

(v) Sanitary Sewage Collection System. The Sanitary Sewer Improvements and all private sewer service lines that will serve the Property shall be installed in
accordance with the Engineered Plans and Specifications. The Developer shall include on the as-
built's required in Subsection 4(b)(xiv) below the location and elevation of all individual sanitary
sewer services lines installed in conjunction with the Public Improvements. All sewer service
lines, except as provided in this Subsection 4(c)(v)(b), shall be owned and maintained from the
main sewer line connection to the building by the owner(s) of the Property.

(vi) Electric. Underground electrical wiring shall be installed in accordance with requirements and plans and specifications approved by Xcel Energy, and all plans for installation shall be submitted to the Town for its reasonable approval prior to installation.

(vii) Project Lighting. All lighting on the site shall be installed as required by the Town. Design and spacing of lighting shall be in accordance with standards approved by the Town.

(viii) Underground Communication Systems. Underground communication systems shall be installed in accordance with requirements and plans and specifications of CenturyLink, Comcast and Cedar Networks, as approved by the Town. Conduits shall be installed for all shallow utility providers and lines will be pulled through the conduits by the utility providers.

(ix) Gas Distribution System. The natural gas distribution system shall be installed in accordance with the requirements and plans and specifications of Black Hills Energy, and shall be submitted to the Town for its approval prior to installation.

(x) Signs. All street signs and traffic control devices, as required by the Town, shall be installed as required by the Manual on Uniform Traffic Control Devices (MUTCD) and as required and approved by the Town.

(xi) Soils Testing. A soils report prepared by Kumar and Associates dated July 11, 2019 has been submitted to the Town. The Town may require additional site-specific soils reports at the time of excavation upon inspection by the Developer’s engineer or Town Staff or as a condition of any site plan or building permit approval.

(xii) Dust/Street Cleanup. During construction, the Developer shall comply with all reasonable directives of the Town to suppress dust and shall take steps to require that all construction traffic be free of mud when entering public streets within the Town of Carbondale. The Developer shall promptly clean up such mud or other debris from the construction site on Town streets.

(xiii) Street Cuts. Any concrete street cuts made by the Developer shall be cut and replaced at existing construction joints and only full panels. Any asphalt street cuts made by the Developer shall be full-width cuts ten (10) feet in both directions and repaved with a lay-down machine.

(xiv) As-Builts (survey and GIS). Upon completion of the project, the Developer will have a Colorado-registered Professional Surveyor or Engineer who has personally
inspected the site prepare and submit to the Town one electronic copy of surveyed as-builts showing all of the Required Improvements and the Sewer Main Improvements as constructed and in place. Additionally, the Developer will have GIS as-builts prepared and submitted to the Town electronically, which GIS as-builts shall include a GIS shapefile of all utilities with a data point for each piece of infrastructure with a photo, installation date, manufacturer, model and site-specific field notes. The GIS as-built file shall be insertable into the Town’s GIS system. The Developer may elect to have the Town Engineer prepare these required GIS as-builts at the Developer’s expense, or have a Colorado-registered professional engineer perform these services.

(xv) **Computer Construction Drawings.** An electronic computer file in CAD format of the as-built construction drawings referred to in the prior paragraph will also be submitted to the Town upon completion of the improvements required by this Agreement.

(xvi) **Video Recordings of Sewer Lines.** At completion of sewer line installations, video recordings and logs showing interior of pipes shall be provided to Town in an acceptable electronic format.

(xvii) **Stub-outs.** The Developer shall clearly mark with steel or wooden posts stub-outs for all utilities and swing ties and depth to these stub-outs from permanent objects shall be on the as-builts.

(xviii) **Landscaping.** Landscape improvements within public rights-of-way shall be installed in accordance with the Engineered Plans and Specifications and the Landscape Plan attached as Exhibit H and incorporated herein by this reference. The Developer shall provide a warranty on all public street trees to extend for a period two years after initial planting or replacement of each tree. Additionally, the Developer, or any successor owner of the Property, shall remain responsible for perpetual private maintenance, and periodic replacement, of all landscaping within the landscape islands within the Colorado Ave. right-of-way, including the irrigation system that will serve the same, and for replacement of plants as needed in the future to keep these landscape areas in good condition and appearance.

(xix) **Irrigation.** All outdoor irrigation within the Development, and within the public landscape islands described in the preceding sub-paragraph, shall be from a private irrigation system to be constructed, owned, operated, maintained and replaced as needed in perpetuity by the Developer or the successor owner(s) of the Property. Developer’s maintenance obligations may only be assigned to a successor owner of the entire Property or an incorporated owner’s association, the members of which shall be the owner(s) of all units within the building on the Property, who shall be required to pay pro rata assessments toward maintenance of common areas and the public landscape areas referred to in the preceding sub-paragraph. The Town shall have the right to approve the terms included within any Declaration of Restrictive Covenants related to the foregoing maintenance obligation, and any potential future amendment of such obligation, at the time of any future subdivision or condominiumization of the Property.

(xx) **Dry-Up Covenant.** The construction of streets, sidewalks, driveways, parking lots and buildings within the Development will result in the dry-up of land that may have been historically irrigated. Any and all consumptive use credit attributable to such permanent dry-up shall be owned and controlled by and may be used by or for the benefit of the Town as the
Town in its sole discretion deems appropriate. The Developer hereby releases and relinquishes any ownership or claim of ownership to said consumptive use credits. This provision regarding dry-up shall constitute a covenant that touches, concerns and runs with the land in perpetuity and shall be binding on the Developer, its successors and assigns.

(xxi) Fire protection. A “Knox” box shall be installed in the building prior to issuance of a certificate of occupancy. The installation of Knox Boxes shall be subject to the review and approval of the Fire District.

d. All Required Improvements and other obligations of the Developer (including the obligation to provide a two-year warranty on the Sewer Main Improvements) shall be secured prior to recording this Agreement or the commencement of construction as set forth below.

e. All development fees required by the Approval Ordinance shall be paid to the Town at such times as specified in the Approval Ordinance.

f. Upon completion of the Required Improvements and the Sewer Main Improvements, Developer will cause its engineers (who shall have been actively engaged in observing the construction of these improvements and be registered in the State of Colorado) to provide a written certification that the Required Improvements and the Sewer Main Improvements have been completed, to the best of their knowledge and professional judgment, in conformance with all standards, plans and specifications as submitted to and previously approved by the Town, or the pertinent utility supplier. As-built plans shall be submitted with these certifications in the form described in Section 4(b)(xiv) above. The Town may withhold or suspend the processing of building permits or certificates of occupancy until all information required by this paragraph is provided to the Town.

g. Prior to issuance of a building permit, the Developer shall permanently deed-restrict 20% of total project housing units to be built in accordance with the Approval Ordinance. Thereafter, no certificates of occupancy shall issue until the requisite affordable housing units are constructed and ready for occupancy.

h. Nothing in this Agreement or the Approval Ordinance shall be construed to alter the duration of the Site Plan approval for this project as set forth in Section 2.5.3.G.2 of the UDC (Chapter 17, Section 17.02 of the Carbondale Municipal Code).

5. Construction Management.

The Developer shall submit a Construction Management Plan (CMP) to the Town prior to issuance of any building permits. The terms and conditions of such CMP are incorporated fully herein as terms and conditions of this Agreement, provided that in the case of any inconsistency between the terms of such Plan and the terms of this Agreement, this Agreement shall govern. After construction is completed, all soils that are disturbed during construction shall be reseeded, irrigated to re-establish vegetation, and thereafter kept reasonably free of noxious weeds. The Developer shall have a pre-construction meeting with Town representatives in attendance.
6. Inspections

During the installation by the Developer of the Public Improvements and/or the Sewer Main Improvements described in Section 4 above, the Town may:

a. Inspect the work in progress with such personnel as the Town deems necessary.

b. Require the production and inspection of the plans and specifications of the Developer and any contractor or subcontractor working on its behalf in connection with the work in progress.

c. Require the Developer to obtain and pay for inspections, soils composition tests, compaction tests, concrete tests, asphalt tests, or such other tests of materials and work as may be necessary in the Town's opinion to ensure that the work in progress is being performed according to the Town's specifications and the Engineered Plans and Specifications.

d. Any Town inspector shall have the authority to immediately order that all construction in the Development be suspended if the inspector determines that such a stop work order is needed to protect the Town's interest, or in the event of a violation of this Agreement, the Carbondale Municipal Code, or any sewer and water utility installation requirements. The Town may utilize staff personnel for inspections, or hire an outside inspector, in either case the cost of which will be reimbursed by the Developer.

7. Non-Liability upon Approval and Acceptance

The Town's approval of the Engineered Plans and Specifications shall not be deemed an adoption of them or a representation or warranty to the Developer or any other person or entity that the Engineered Plans and Specifications, or any work performed under them, is fit for the purpose intended or otherwise safe.

The Town's approval of the Engineered Plans and Specifications, acceptance of the installation of the Required Improvements, or the use and maintenance of certain of the Required Improvements and/or the Sewer Main Improvements shall not be deemed to be any of the activities listed in C.R.S. 24-10-106(a)(1) for which sovereign immunity is waived. No action or inaction by the Town in connection with its approval of this Development shall be deemed a waiver of its sovereign immunity.

The Town does not warrant or make any representations whatsoever concerning the suitability of its public improvements, including water distribution system, sewer system, or any other device or system owned or controlled by the Town which may be used in improving or serving the Development. Without limiting the foregoing, the Developer assumes the risk of all costs associated with installations for improving or serving the Development as described above and of all costs necessary to improve or serve the Development.
8. **Warranties**

The Developer shall warrant the installation of the Required Improvements and the Sewer Main Improvements described in Section 4 above against all defects in materials and workmanship for a period of two (2) years after the date of acceptance of the work by the Town, and all curative work under this warranty shall itself be warranted for an additional one year period or the expiration of the original two (2) year warranty, whichever is greater. In the event of any defect, the Town may require the Developer to correct the defect in material or workmanship.

9. **Legal Compliance**

The Developer shall comply with all state, federal and local laws, ordinances, rules, and regulations, including, by way of example, Chapter 17 of the Carbondale Municipal Code (the UDC) and all other ordinances and regulations of the Town relating to streets, water lines, and sewer lines, including the Town’s Public Works Manual. The Developer, or its successors in interest, shall pay all system improvement fees for utilities as required by the Town’s ordinances and regulations in effect as of the date of application for the tap, provided that if connection is not made to said system before expiration of the associated building permit, Developer shall pay any additional system improvement fees which may be applicable under Town Code in effect on the date of actual connection.

10. **Dedications and Conveyances to Town**

Upon completion and acceptance of the Required Improvements that the Town will take ownership of, and the Sewer Main Improvements, as described in Section 4 above, such improvements shall be the property of the Town, without further action of either party, except as otherwise herein provided. After these improvements that the Town will accept ownership of are completed and approved by the Town, the Developer shall provide the Town with a bill of sale conveying these improvements, free and clear of any encumbrances, and an itemized list of the actual cost of construction of each of such improvements. The Developer shall previously have dedicated and conveyed to the Town public easements for certain of the Required Improvements according to the procedures and requirements set forth in the Approval Ordinance (including the provision of title insurance coverage at the Developer’s expense). To the extent that any as-built improvements are not wholly located within dedicated public easements, the Developer shall cause additional easements to be dedicated, or for the prior easements to be amended, to the satisfaction of the Town, and subject to all requirements of the Approval Ordinance concerning title and title insurance. The Required Improvements and the Sewer Main Improvements shall not be deemed accepted, and the warranty period(s) for the same shall not commence, until the Town has both accepted completion and received all required easement dedications.

11. **Certificates and Permits**

No certificates of occupancy shall be issued for or relating to any structure or improvement except to the extent that the Developer has constructed the Required Improvements the Sewer Main Improvements, all parking facilities and private common open space areas, and all private utilities required to serve that structure or improvement. Except as provided in this Section 11,
nothing herein shall limit the obligations of the Developer imposed by any of the Town's ordinances concerning the issuance of a certificate of occupancy. Without limiting any of its rights under this Agreement, the Town may, but need not, issue certificates of occupancy and grant extensions of time for the completion of construction and the installation by the Developer of any improvement, but only as is provided in Section 16, below. No extension of time for completion shall impair the Town's rights under any instrument of security described in Section 15 below, and the parties obligated under such security instrument shall be deemed to have consented to the Town's extension of time whether the Town gives actual notice or not to the party liable on the instrument of security.

12. Improvement Sequence (Public and Private).

Public street improvements to be installed by the Developer shall not be installed until all utility lines to be placed in or under the streets have been completely installed.

13. Repairs

The Developer shall repair and repave all streets and roads of the Town damaged by the Developer’s installation of improvements and utilities external to the Development, and shall repair and/or repave all Town owned property damaged by the installation of improvements or utilities within the Development by the Developer or those acting under it or on its behalf. The road repairs shall be full width of the pavement and ten feet in either direction from the outermost edges of the damage (i.e., if the damage is ten feet long the repaving would be thirty feet long by the width of the street). The cost of repair and repavement of streets associated with construction of the Sewer Main Improvements shall be included in the Town’s reimbursement obligation pursuant to Section 16 below.

14. Completion by Town

In addition to all other remedies, upon default hereunder by the Developer, after the Town provides the Developer with written notice and an opportunity to cure in accordance with Section 21 below, the Town at its option may undertake all work necessary to install and complete the Required Improvements or the Sewer Main Improvements. If the Town does so, the Developer shall pay for all costs expended by the Town, including, but not limited to, costs for materials, labor of Town employees, and labor of non-Town employees utilized on the job, plus fifteen percent (15%) of such costs for overhead and administrative time and costs.


The Developer has prepared engineered preliminary cost estimates for the Required Improvements and the Sewer Main Improvements, copies of which are attached hereto as Exhibits D and F, both of which are incorporated herein by this reference. To secure its obligations to install the Required Improvements and the Sewer Main Improvements, the Developer shall obtain and deliver to the Town the following security:

Prior to the Town’s execution of this Agreement, recordation of this Agreement and the
Approval Ordinance, or the Town’s authorization of commencement of construction of any of Required Improvements or the Sewer Main Improvements, the Developer shall deliver an unconditional, irrevocable letter of credit (“Security”) in the amount of $278,012.35 (“Security”). This amount equals 100% of the estimated total cost of the Required Public Improvements set forth on Exhibit D and 10% of the estimated total cost of the Sewer Main Improvements set forth on Exhibit F (the Town is only requiring 10% of the cost of the Sewer Main Improvements to be secured due to the Town’s obligation to reimburse Developer for the cost of the same upon completion in accordance with Section 16, below). The form of the Security shall be subject to approval by the Town Attorney and shall be issued by a State or National chartered commercial bank (the “Bank”) and shall, among other things, entitle the Town to draw on the Security by presentation to the Bank of a certificate that the Developer is in default (subject to the notice and cure periods described in Section 21 below) in its obligations to install Public Improvements under this Agreement, that a sum certain is required to cure the default, and that the Bank shall forthwith deliver the sum certain to the Town. The Security shall remain effective for at least one year, or 30 days following the deadline for completion deadline set forth above in Section 4.b, whichever is longer. And, subject to the release procedures set forth below, the Security shall provide for automatic extension for successive one-year periods unless, at least 90 days prior to the then applicable expiration date, the Town receives notification from the Bank (via certified U.S. Mail, return receipt requested) that the Bank does not elect to extend the expiration date.

The Developer shall pay all costs incurred in obtaining the Security. If the Developer fails to install improvements or otherwise perform as required above, the Town may pursue its remedies under the Security. Nothing herein shall limit any other remedies available to the Town.

As construction progresses, until completion and Town acceptance of the Sewer Main Improvements and dedication of all required easements, the Developer will not be allowed to apply for partial releases of the Security. However, thereafter, if a partial release is desired, the Developer shall cause its engineer to provide the Town with a written application stating what Public Improvements have been completed and the amount of the Security for which partial release is sought. The Developer's engineer shall certify that the Required Improvements for which the partial release of the security is sought have been installed and completed according to the terms hereof, Engineered Plans and Specifications and all Carbondale Municipal Code and Public Works Manual requirements. Once reviewed and approved by the Public Works/Utility Departments, the Town Engineer, and any independent inspector hired by the Town, and after the Developer has reimbursed the Town for any legal or engineering fees incurred by the Town during project review, the request will be submitted to the Board of Trustees for final review and approval at a regular meeting. If authorized by the Board of Trustees to do so, Town staff shall review and approve requests for partial releases of the Security. The documentation associated with any such partial releases shall be in a form approved by the Town. Notwithstanding the foregoing, the Town shall at all times retain no less than $50,667.76 of the Security (i.e. the Town shall continue to at all times hold at least 10% of the estimated cost of Required Improvements plus 10% of the estimated cost of the Sewer Main Improvements). Any partial release of the Security shall not constitute formal acceptance by the Town for purposes of commencing the warranties required by Section 8. Except to the extent that the acceptance of landscaping may be deferred until a later date in accordance with Section 8, above, such warranties will only commence upon the Town Engineer’s certification that the Required Improvements and the Sewer Main Improvements are both 100%
complete, and the Board of Trustees’ review and approval of the release of all security, excepting the warranty security required by the following paragraph and any additional security required by the Town to continue to guaranty completion of any required landscaping that is not complete at the time of acceptance of the other Public Improvements.

Upon Developer’s completion of 100% of the Required Improvements and the Sewer Main Improvements required by this Agreement (other than landscaping), the Developer shall have its engineer provide the Town Engineer with certification that all of the Required Improvements and the Sewer Main Improvements have been completed as to approved designs, all required as-builts (in both survey and GIS format), and a request for formal acceptance. The Town Engineer shall timely provide the Developer’s Engineer with a list of any items requiring correction or completion. Upon the Town Engineer’s satisfaction that all Required Improvements and the Sewer Main Improvements are completed as required, and confirmation of receipt of all required as-builts and any additional required easement documentation, the Town Engineer shall timely recommend to the Town’s Board of Trustees that the completed Required Improvements and Sewer Main Improvements be formally accepted. Then, the Town shall schedule an agenda item for a regular meeting of the Board of Trustees in order for the Board to review and approve formal acceptance of the Required Improvements and the Sewer Main Improvements. The warranty period shall commence upon the Board of Trustees’ vote to approve formal acceptance. Within thirty (30) days after formal acceptance, the entire remaining amount of the Security shall be released, provided that an amount equal to ten percent (10%) of the original amount of the total estimated cost of the Required Improvements and the Sewer Main Improvements (as determined by the Town, in its discretion) shall remain in place (plus any additional amount retained by the Town to guaranty completion of any incomplete landscaping) as Warranty Security. The warranty periods under Section 8 hereof shall continue to be guaranteed through retention of the Security as set forth above or the Developer may provide cash deposits or replacement security to as the Warranty Security, in amounts and forms acceptable to the Town.


Upon the Town Board of Trustee’s vote to formally accept completion of the Sewer Main Improvements, the Town shall reimburse the Developer for the Developer’s actual cost of construction of the Sewer Main Improvements, provided the total of said reimbursement shall not exceed $254,072.50 except if approved by the Town after review of documentation justifying any exceedance, and subject to all Town budgeting requirements. Prior to commencement of construction, the Developer shall provide the Town with a copy of a binding fix priced cost estimate from Developer’s contractor for review and approval prior to commencement of construction. The Developer shall thereafter provide the Town with any information reasonably required by the Town to verify the actual out-of-pocket cost of the Developer to construct the Sewer Main Improvements.

17. Extension of Due Date

The construction completion date for installation of Public Improvements required in Section 3 may be extended for a reasonable time by the Town, after a written request from the Developer and any third party that provided security to the Town to guaranty completion of the
Public Improvements, and after a hearing before the Board of Trustees and approval of associated ordinances, if the Developer demonstrates delay occurred through no fault of the Developer and for reasons beyond the Developer's control. No certificate of occupancy shall be issued during any extension of time granted hereunder for the completion of the Required Improvements or the Sewer Main Improvements unless specifically approved by the Board of Trustees.

18. **Non-Suit**

The Town's approval of this project shall not make it liable for any loss or damage suffered within or by use of the project for any act, condition or omission occurring or arising out of or in connection with the Town's approval of the project. Neither the Developer nor anyone acting through it shall attempt to hold the Town liable for any loss or damages arising out of or in connection with the Town's approval of this project.

19. **Benefit/Assignment**

The provisions of this Agreement shall bind and inure to the benefit of the parties, their assigns as allowed by this Agreement, and their successors-in-interest of all kinds. The Developer’s obligations under this Agreement shall not be wholly assigned except pursuant to a written assignment approved by the Town of Carbondale and provision of replacement security acceptable to the Town pursuant to Section 15 above.

20. **Non-Waiver**

Any indulgence by the Town to the Developer as to the performance of any portion of this Agreement and any waiver by the Town as to the Developer's performance or non-performance of any part of this Agreement shall not be deemed or considered to be an indulgence or waiver of any other part of this Agreement or any subsequent non-performance by the Developer.

21. **Breach by Developer; Town's Remedies**

In the event of a material breach of any of the terms and conditions of this Agreement by the Developer, the Town may take such action as the Town deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship, which action may include the following:

a. The refusal to issue to the Developer any buildingsopris permit or certificate of occupancy.

b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or his designee, stating that the terms and conditions of this Agreement have been materially breached by the Developer. Upon the recording of such an affidavit, no lots or parcels may be sold, conveyed or further developed within the property until the default has been cured; an affidavit signed by the Town Manager or his designee and approved by the Board of Trustees stating that the default has been cured shall remove this restriction.
c. Drawing upon the Security or, Warranty Security, or Restoration Security for the purpose of undertaking completion or remediation work on the Required Improvements or the Sewer Main Improvements, or restoring and securing undeveloped portions of the Property, after providing Developer with the ten-day notice specified below. The Security or Warranty Security may be applied by the Town toward all costs incurred in remedying the Developer’s default, including inspections, testing, and legal and engineering services.

d. The refusal to consider further development plans, building permits or certificates of occupancy for development upon the Property.

e. Any other right or remedy available at law or in equity.

Should the Town prevail in any action to enforce this Agreement, or any associated ordinances or approvals against the Developer, the Town shall be awarded its court costs, attorneys’ fees and an amount to compensate the Town for the time of its employees or any experts in the preparation of and/or participation in such action.

Unless necessary to protect the immediate health, safety, and welfare of the Town, and notwithstanding any term or provision of this Agreement to the contrary, the Town Manager shall provide the Developer ten (10) days written notice of any alleged breach or default by Developer under this Agreement, during which ten (10) day period, the Developer may cure the breach or default described in said notice.
22. Indemnification/Insurance

Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from this Agreement and/or the Approval Ordinance, or the development of the Property, including, without limitation, any claims by any contractor, sub-contractor, laborer or materials supplier regarding payment for labor and materials associated with construction of the Required Improvements and/or the Sewer Main Improvements (including any mechanics’ lien claims), and any claims arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and any amendments thereof, and any claims by the Surety or the Bank against the Town with regard to any claim or draw by the Town upon the Security. This indemnification shall include actual attorney’s fees and costs incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this Section. Therefore, the parties hereto agree to reasonably cooperate to prevent duplicate expenses incurred as a result of the indemnification herein described. This indemnification shall include the assignment to the Town of the proceeds of any insurance policy insuring the Developer or its successors-in-interest. The Developer shall be obligated to reimburse the Town for all legal or other expenses reasonably incurred by the Town in connection with investigation or defense of any such loss or claim. The Developer shall also cause the Town to be named as an additional insured under the terms of the liability insurance policy maintained by the Developer. A certificate showing such insurance shall be provided to the Town prior to commencement of any work by the Developer, which insurance shall not be subject to cancellation or non-renewal without at least fifteen (15) days prior written notice to the Town.

23. Waiver of Defects

In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein or in the other documentation being executed contemporaneously, and concerning the procedure, substance, and form of the ordinances or resolutions approving the Development and adopting this Agreement.

24. Final Agreement

To the extent that this Agreement is in conflict with any prior agreement between the parties, this Agreement supersedes and controls with respect to said areas of conflict. In all other respects, said prior agreements shall remain in full force and effect.

25. Modifications

This Agreement shall not be amended, except by subsequent written agreement of the parties.

26. Release of Liability
It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Carbondale Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

27. Invalid Provision

If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28. Governing Law

The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

29. Notice

All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon delivery or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Town: Planning Director
       Town of Carbondale
       511 Colorado Avenue
       Carbondale, CO 81623

with copy to: Mark E. Hamilton, Esq.
             Holland & Hart, LLP
             600 E. Main St, Suite 104
             Aspen, CO 81611

Developer: 1201 CO Ave. Holdings LLC
            414 Aspen Airport Business Center, Unit A
            Aspen, CO 81611
30. **Recording Fees**

The Developer shall pay for the costs of recording this Agreement and any documents which may be recorded according to the terms of this Agreement.

31. **Titles**

The Section titles in this Agreement are for convenience only and are not to be used to construe or interpret this Agreement.

32. **Estoppel/Completion.**

The Town agrees that it will, at any time and from time to time, within thirty (30) days following receipt of a written request from Developer or an independent third party who is a proposed or existing lender, seller or purchaser of property within the Development, execute, acknowledge and deliver to the party making such request, a statement certifying: (i) that this Agreement has not been modified, supplemented or amended and is in full force and effect (or if there have been any such modifications, supplements or amendments, reference to the same will be made); and (ii) that to the best of the Town's knowledge and belief, the obligations of the Developer hereunder requiring performance prior to the time of the request, have been performed in compliance with this Agreement (or, if there has been default in such performance, reference to the same will be made). Such statement shall not constitute a waiver by the Town of any claims against the Developer and such statement shall in no event subject the Town to any affirmative liability whatsoever to the Developer or to any independent third party, notwithstanding the negligence or other inadvertent failure of the Town to investigate, disclose, or correct any deficiency in performance. Prior to or at the time the Town delivers any such statement, the party making such request shall pay to the Town its reasonable costs and attorneys’ fees incurred in preparing, executing and delivering such statement.
THE TOWN OF CARBONDALE  
a Colorado home rule municipal corporation

By: __________________________________   
    Dan Richardson, Mayor

Date: ______________

ATTEST:

______________________________   
Cathy Derby, Town Clerk

STATE OF COLORADO )
) ss.
COUNTY OF GARFIELD )

The above and foregoing document was acknowledged before me this _________ day of
____________________ 2020, by Dan Richardson, as Mayor for the Town of Carbondale and by
Cathy Derby as Town Clerk for the Town of Carbondale.

Witness my hand and official seal.
My commission expires:

__________________________________   
Notary Public
DEVELOPER:

1201 CO AVE. HOLDINGS LLC
a Colorado limited liability company

By: _________________________________
______________________, Manager

Date: ______________

STATE OF COLORADO )
COUNTY OF _______________ ) ss.

The above and foregoing document was acknowledged before me this __________ day of ______________ 2020, by _______________________ as Manager of 1201 CO Ave. Holdings LLC, a Colorado limited liability company.

Witness my hand and official
My commission expires:

__________________________________
Notary Public

EXHIBITS:

A. Property Description
B. Site Plan
C. Required Improvements
D. Required Improvements Cost Estimate
E. Sewer Main Improvements
F. Sewer Main Improvements Cost Estimate
G. Easement Map
H. Landscaping Plan

r5tjiqv.DOCX
Commitment No: 7000096-C2

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

A PARCEL OF LAND IN THE TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SITUATED IN LOT 9 OF SECTION 33 AND IN LOT 12 OF SECTION 34, ALL IN TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH P.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF A ROAD OR STREET IN THE TOWN OF CARBONDALE, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 133, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD OR STREET WHENCE THE SURVEY MONUMENT AT THE INTERSECTION OF MAIN AND EIGHTH STREETS IN SAID TOWN BEARS: S. 00° 03' 00" W. 394.04 FEET AND S. 89° 57' 00" E. 878.41 FEET;

THENCE S. 00° 25' 00" E. 138.22 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD;

THENCE S. 89° 18' 00" W. 194.31 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE N. 58° 31' 30" W. 114.09 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE N. 21° 52' 38" W. 99.85 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY;

THENCE S. 87° 58' 00" E. ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD OR STREET, 328.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT:

That portion conveyed to Colorado Department of Transportation, State of Colorado, by instrument recorded April 28, 2014, at Reception No. 8-48650.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I: Requirements; and Schedule B, Part II: Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
Exhibit 'A' - Sopris Lofts Public Improvements  
Engineer's Opinion of Probable Construction Costs  
SE Job # 19066  
December 19, 2019

<table>
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<tr>
<th>ITEM</th>
<th>NATURE OF WORK</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>COST</th>
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<tbody>
<tr>
<td>G1</td>
<td>MOBILIZATION</td>
<td>JOB</td>
<td>L.S.</td>
<td>11,000.00</td>
<td>$11,000.00</td>
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<tr>
<td>G2</td>
<td>LAYOUT, OBSERVATION, TESTING &amp; AS-BUILTS</td>
<td>JOB</td>
<td>L.S.</td>
<td>16,000.00</td>
<td>$16,000.00</td>
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<tr>
<td>G3</td>
<td>CLEAR AND GRUB</td>
<td>JOB</td>
<td>L.S.</td>
<td>1,000.00</td>
<td>$1,000.00</td>
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<td>G4</td>
<td>SAWCUT &amp; REMOVE ASPHALT</td>
<td>400</td>
<td>S.Y.</td>
<td>8.00</td>
<td>$3,200.00</td>
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<td>G5</td>
<td>SUBGRADE PREP, FINE GRADING</td>
<td>10,000</td>
<td>S.F.</td>
<td>2.50</td>
<td>$25,000.00</td>
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<tr>
<td>G6</td>
<td>STREET/STOP SIGNS</td>
<td>4</td>
<td>E.A.</td>
<td>400.00</td>
<td>$1,600.00</td>
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<tr>
<td>G7</td>
<td>TRAFFIC CONTROL</td>
<td>JOB</td>
<td>L.S.</td>
<td>10,000.00</td>
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**TOTAL** = $67,800.00

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<tr>
<td>R1</td>
<td>CLASS 6 AGGREGATE</td>
<td>199</td>
<td>C.Y.</td>
<td>42.00</td>
<td>$8,358.00</td>
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<tr>
<td>R2</td>
<td>4&quot; ASPHALTIC PAVEMENT</td>
<td>720</td>
<td>S.Y.</td>
<td>31.50</td>
<td>$22,680.00</td>
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<tr>
<td>R3</td>
<td>CONCRETE CURB &amp; GUTTER</td>
<td>335</td>
<td>L.F.</td>
<td>35.00</td>
<td>$11,725.00</td>
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<tr>
<td>R4</td>
<td>3' VALLEY PAN</td>
<td>235</td>
<td>L.F.</td>
<td>35.00</td>
<td>$8,225.00</td>
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<tr>
<td>R5</td>
<td>CONCRETE SIDEWALK</td>
<td>225</td>
<td>S.F.</td>
<td>8.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>R6</td>
<td>HANDICAP RAMP</td>
<td>40</td>
<td>S.F.</td>
<td>15.00</td>
<td>$600.00</td>
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**SUBTOTAL PAVING** = $53,388.00

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<tr>
<td>P1</td>
<td>CLASS 6 AGGREGATE</td>
<td>20</td>
<td>C.Y.</td>
<td>42.00</td>
<td>$840.00</td>
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<tr>
<td>P2</td>
<td>CONCRETE SIDEWALK</td>
<td>1,040</td>
<td>S.F.</td>
<td>8.00</td>
<td>$8,320.00</td>
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<tr>
<td>P3</td>
<td>HANDICAP RAMP</td>
<td>100</td>
<td>S.F.</td>
<td>15.00</td>
<td>$1,500.00</td>
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**SUBTOTAL PATHS** = $10,660.00

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<tr>
<td>W1</td>
<td>6&quot; DIP WATER SERVICE (TO LOT LINE)</td>
<td>53</td>
<td>L.F.</td>
<td>65.00</td>
<td>$3,445.00</td>
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<tr>
<td>W2</td>
<td>6&quot; WATER VALVES</td>
<td>2</td>
<td>E.A.</td>
<td>1,800.00</td>
<td>$3,600.00</td>
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<tr>
<td>W3</td>
<td>6&quot; DIP WATER MAIN FOR FIRE HYDRANT</td>
<td>42</td>
<td>L.F.</td>
<td>65.00</td>
<td>$2,730.00</td>
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<tr>
<td>W4</td>
<td>FIRE HYDRANT ASSEMBLY</td>
<td>1</td>
<td>E.A.</td>
<td>6,000.00</td>
<td>$6,000.00</td>
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**SUBTOTAL WATER** = $15,775.00

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<tr>
<td>SS1</td>
<td>6&quot; SEWER SERVICE (TO LOT LINE)</td>
<td>22</td>
<td>L.F.</td>
<td>60.00</td>
<td>$1,320.00</td>
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<tr>
<td>SS2</td>
<td>12X6&quot; SEWER SERVICE WYE</td>
<td>1</td>
<td>E.A.</td>
<td>1,000.00</td>
<td>$1,000.00</td>
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**SUBTOTAL SEWER** = $2,320.00

<table>
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<th>ITEM</th>
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<tr>
<td>ST1</td>
<td>4&quot; DIAMETER DRYWELL</td>
<td>3</td>
<td>E.A.</td>
<td>7,500.00</td>
<td>$22,500.00</td>
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<tr>
<td>ST2</td>
<td>12&quot; ADS N12 STORM</td>
<td>14</td>
<td>L.F.</td>
<td>40.00</td>
<td>$560.00</td>
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**SUBTOTAL SEWER** = $23,060.00

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<tbody>
<tr>
<td>E1</td>
<td>EROSION CONTROL (SILT FENCE, STRAW BALES, ETC)</td>
<td>JOB</td>
<td>L.S.</td>
<td>1,000.00</td>
<td>$1,000.00</td>
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<tr>
<td>E2</td>
<td>GRASS SEEDING LANDSCAPE AREAS IN ROW</td>
<td>900</td>
<td>S.F.</td>
<td>2.50</td>
<td>$2,250.00</td>
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**SUBTOTAL EROSION** = $3,250.00

**TOTAL ALL ITEMS** = $229,641.00

10% CONTINGENCY = 22,964.10

**TOTAL** = $252,605.10

Sanitary Sewer Note: Per discussion with the Public Works director, the Sanitary Sewer Main line will be funded by the Town of Carbondale, but will be constructed with the development of this parcel. The sewer service wye and line is included in this estimate.

**NOTE:** This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.
**Exhibit 'B' - Colorado Avenue 12" Sanitary Sewer Main**  
Engineer's Opinion of Probable Construction Costs  
SE Job # 19066  
January 23, 2020

<table>
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<tr>
<th>ITEM</th>
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<tbody>
<tr>
<td>G1</td>
<td>MOBILIZATION</td>
<td>JOB</td>
<td>L.S.</td>
<td>10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>G2</td>
<td>LAYOUT, OBSERVATION, TESTING &amp; AS-BUILTS</td>
<td>JOB</td>
<td>L.S.</td>
<td>22,000.00</td>
<td>$22,000.00</td>
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<tr>
<td>G4</td>
<td>SAWCUT &amp; REMOVE ASPHALT</td>
<td>580</td>
<td>S.Y.</td>
<td>8.00</td>
<td>$4,640.00</td>
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<tr>
<td>G7</td>
<td>TRAFFIC CONTROL (INCLUDES DETOUR)</td>
<td>JOB</td>
<td>L.S.</td>
<td>15,000.00</td>
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**GENERAL**

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<tr>
<td>R1</td>
<td>CLASS 6 AGGREGATE</td>
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<td>C.Y.</td>
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<td>R2</td>
<td>3&quot; ASPHALTIC PAVEMENT (PATCH)</td>
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<td>S.Y.</td>
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<td>R3</td>
<td>1&quot; ASPHALTIC PAVEMENT OVERLAY</td>
<td>2,615</td>
<td>S.Y.</td>
<td>20.00</td>
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**PAVING & CONCRETE IN RIGHT OF WAY**

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<tr>
<td>SS1</td>
<td>12&quot; SDR 26 SEWER LINE</td>
<td>625</td>
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<td>SS2</td>
<td>10&quot; SDR 26 SEWER LINE</td>
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<td>L.F.</td>
<td>100.00</td>
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<tr>
<td>SS4</td>
<td>4&quot; DIA. PRECAST SEWER MANHOLE</td>
<td>4</td>
<td>E.A.</td>
<td>6,500.00</td>
<td>$26,000.00</td>
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<tr>
<td>SS5</td>
<td>BYPASS PUMPING</td>
<td>JOB</td>
<td>L.S.</td>
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**SANITARY SEWER**

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<td>SS3</td>
<td>CAST IN PLACE SEWER MANHOLE SH 133</td>
<td>1</td>
<td>E.A.</td>
<td>15,500.00</td>
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</table>

**TOTAL ALL ITEMS = $230,975.00**

**10% CONTINGENCY = $23,097.50**

**TOTAL = $254,072.50**

Sanitary Sewer Note: Per discussion with the Public Works director, the Sanitary Sewer Main line will be funded by the Town of Carbondale, but will be constructed with the development of this parcel. Asphalt and final grading prep in front of project is included on Sopris Lofts public improvements cost estimate.

NOTE: This opinion of probable construction cost was prepared for budgeting purposes only. Sopris Engineering, LLC cannot be held responsible for variances from this estimate as actual costs may vary due to bid and market fluctuations.
MEMORANDUM OF UNDERSTANDING
GREATER ROARING FORK HOUSING COALITION

THIS MEMORANDUM OF UNDERSTANDING is entered into as of the Effective Date defined below by and among the Boards of County Commissioners of the Counties of Garfield, Eagle and Pitkin, Colorado; The Cities of Glenwood Springs, Colorado, Rifle, Colorado and Aspen, Colorado; the Towns of Basalt, Carbondale, Snowmass Village, Silt, Parachute and New Castle, Colorado; the Aspen Pitkin County Housing Authority, the Garfield County Housing Authority and the Eagle County Housing Authority; individually a “Member” and collectively, the “Members”.

RECITALS

A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. Section 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government.

B. Recognizing that the communities of the Roaring Fork Valley and portions of the Colorado River Valley are integrated through a mobile workforce serving multiple employers, institutions and interests, and acknowledging the benefits of working together to address the challenges facing residents, employers and local governments, the Members desire to create an informal but effective vehicle to promote regional collaboration and cooperation on matters relating to affordable housing, primarily for the region’s workforce but also for seniors and those in need.

C. According to the Greater Roaring Fork Regional Housing Study,
   a. Overspending on housing, or housing cost burden, costs the region $54 million per year in lost economic activity.
   b. The region has a 2,100-unit shortfall in housing for households at 60 percent of area median income (AMI) and less, and a 1,900-unit shortfall for households between 100 and 160 percent AMI, what is called the “missing middle”.
   c. More than 26,000 workers out of 47,000 employed residents in the Greater Roaring Fork Regional Study Area cross paths in their daily commute versus just 19,000 employed residents who live where they work. This cross-commuting impacts roads, quality of life, economic output, and the environment.
   d. Non-local property ownership and Short-Term Rentals (STRs) put undue pressure on the housing market’s prices, which impacts the local workforce and the permanent resident population.
   e. Optimally located housing supply supports resident and workforce mobility, productivity, which contributes to a higher quality of life and stronger economy.
NOW THEREFORE, the Members mutually agree as follows:

1. **Establishment of Coalition.** The Members hereby establish an informal organization to be known as the “**Greater Roaring Fork Housing Coalition**” (the “Coalition”).

2. **Purpose/Mission.**
   
   a. To promote regional collaboration and cooperation among the Members in order to effectively address the needs of working residents, seniors, and other demographic groups identified by the Members as in need of affordable housing.
   
   b. To serve as a resource for the Members, affordable housing providers and employers by researching and providing information regarding successful affordable housing programs, financing and grant opportunities and strategies, public/private development opportunities, state and federal legislation and programs relating to affordable housing, and other topics as determined by the Board of Directors.
   
   c. To leverage the Roaring Fork Valley Regional Study to develop and organize a strategy to disseminate critical information from that study to educate the Member communities regarding the need for affordable housing.

   d. To assist the Members in the development of affordable housing policies. To research, organize and promote public/private partnerships to develop affordable housing.

3. **Guiding Principles.** In pursuing its mission, the Coalition shall respect the housing policies and objectives of each Member and will promote affordable housing development criteria which require that new housing projects will, to the greatest extent possible, be transit oriented, minimize impacts on neighboring properties, contain an appropriate mix of unit types, and contain units that will be affordable to buyers and renters within as wide a range of incomes as possible. In all cases, development projects shall comply with the land use criteria and policies of the jurisdiction in which it is located.

4. **Board of Directors.** The activities of the Coalition shall be determined and approved by a Board of Directors. Each Member shall appoint one member to the Board. Each Board member shall serve a three-year term. Initial terms may be staggered. Each member of the Board shall have one vote on matters brought before the Board. A majority of Directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board.

5. **Executive Director.** The Board of Directors is authorized to hire or contract with an individual or consultant to serve as the Executive Director of the Coalition. The Executive Director shall supervise and implement the activities of the Coalition and carry out the directives of the Board of Directors. The Executive Director shall be appointed by a majority of the Board, shall report to the Board, and shall have his or her salary and compensation set by the Board.
6. **Funding**. The Members agree to collectively contribute $100,000.00 as seed money in order to retain the services of a professional consultant to work with the Board of Directors to develop a detailed work program for the Coalition and a budget to fund that program. The work program will include an evaluation of the most equitable manner in which to allocate future operating costs among the Members taking into consideration the relative population and budgets of each Member and other matters deemed appropriate by the Board of Directors.

7. **Termination - Additional Members**. This Memorandum of Understanding may be terminated upon the approval of two-thirds of the Board of Directors. Any Member may withdraw from this Memorandum at any time by giving at least ninety (90) days written notice to the other Members. The Members acknowledge and agree that the communities of Eagle, Gypsum and Battlement Mesa must be approached and offered the opportunity to participate in and benefit from this Coalition as soon as possible. The Board shall develop and implement a plan to reach out to such communities, evaluate their interest in participation and, if appropriate, amend this Memorandum to add the communities that wish to join the Coalition.

8. **General Provisions**.
   a. The effective date of this Memorandum shall be date of the last party to sign.
   b. Entire Agreement. (language to be added)
   c. Counterparts. (language to be added)
   d. Notices. (language to be added)

   Board of County Commissioners of Garfield County, Colorado

   By:________________________, its________________________

   __________________________

   Date:________________________

   Board of County Commissioners of Eagle County, Colorado

   By:________________________, its________________________

   __________________________

   Date:________________________
Board of County Commissioners of Pitkin County, Colorado

By: ______________________________
    ______________________________
    ______________________________
Date: ______________________________

City of Glenwood Springs, Colorado

By: ______________________________
    ______________________________
    ______________________________
Date: ______________________________

City of Aspen, Colorado

By: ______________________________
    ______________________________
    ______________________________
Date: ______________________________

City of Rifle, Colorado

By: ______________________________
    ______________________________
    ______________________________
Date: ______________________________

Town of Basalt, Colorado

By: ______________________________
    ______________________________
    ______________________________
Date: ______________________________
Town of Carbondale, Colorado

By: ____________________________, its ____________________________

Date: _________________________________

Town of Snowmass Village, Colorado

By: ____________________________, its ____________________________

Date: _________________________________

Town of New Castle, Colorado

By: ____________________________, its ____________________________

Date: _________________________________

Town of Silt, Colorado

By: ____________________________, its ____________________________

Date: _________________________________
Memorandum of Understanding

Page 6 of 6

Town of Parachute, Colorado

By: _______________________________, its

Date: ______________________________

Aspen Pitkin County Housing Authority

By: _______________________________, its

Date: ______________________________

Garfield County Housing Authority

By: _______________________________, its

Date: ______________________________

Eagle County Housing Authority

By: _______________________________, its

Date: ______________________________
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday December 12, 2019

Commissioners Present:  
Michael Durant, Chair  
Ken Harrington, Vice-Chair  
Nick Miscione  
Jay Engstrom  
Marina Skiles  
Nicholas DiFrank (1st Alternate)

Staff Present:  
Janet Buck, Planning Director  
John Leybourne, Planner

CommissionersAbsent:  
Jade Wimberley  
Jeff Davlyn

Other Persons Present

The meeting was called to order at 7:00 p.m. by Michael Durant.

November 14, 2019 Minutes:

Nick made a motion to approve the November 14, 2019 minutes. Ken seconded the motion and they were approved unanimously with Marina abstaining.

Public Comment – Persons Present Not on the Agenda

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

PUBLIC HEARING – Minor Site Plan and Special Use Permit
Location: 778 Sopris Avenue  
Applicant: John Williams

John stated that the applicant had proposed to renovate an existing detached accessory structure into an accessory dwelling unit.

John said that during the review of the application, Staff made a determination that the application was not in conformance with the UDC and informed the applicant that a detached ADU was not allowed in the OTR unless the principle structure was of historical significance. After meeting with the Applicant, Staff offered to issue an interpretation of the code section as provided by the UDC and then the applicant may appeal the interpretation to the Board of Adjustment as also provided by the UDC.

John explained that during this process this application will be tabled until the interpretation and appeal is finalized.
John stated that no Planning Commission action is needed.

Michael asked if we needed to have a public hearing.

Janet said that we had met last week with a different applicant in the OTR that wanted to do a detached ADU. She said that she told them that they are not allowed to do a detached ADU in the OTR zone district. She said that the OTR zone district was created in 2008. She said that she will be researching in order to make sure she interpreted it correctly and she will put together the background with history and supporting documents. She said they will have the option to appeal.

Janet said that we will go back to 2008 to check precedent, which will take some work. She said that we apologize to the applicants and to all of you.

Michael asked John Williams if he understood everything and if he was satisfied with his recourse with the Board of Adjustment.

John Williams said yes.

Marina asked what the role of the P&Z was in moving forward. She asked if we needed to adjust any wording in the UDC.

Janet said yes because the way she looks at it is it is not that clear as it talks about language below and there are two belows. She said that it depends on what below you pick, whether or not a detached ADU is permitted or not. She said that we need to look at amending that and cleaning it up because she could see how it is not clear.

Marina asked if we would be involved in the discussion.

Janet answered yes.

Michael said that in terms of the applicant’s resource the Board of Adjustment is going to hear the case and determine whether you interpreted the code correctly or not. He said that if you did not interpret the code correctly then they will presumably they will be back.

John Leybourne stated that they could come back with a new public hearing and new noticing.

Marina asked if that Board of Adjustment would be different than what was recently the Board of Adjustment.

Janet answered yes, she said that because this is zoning-wide, it will not be specific to their site so there won’t be conflicts of interest that we ran into with the last BOA.

John Leybourne said that it applies to the entire OTR zone district not one specific application or site.
Janet said that she can see how it happened and she’ll be curious to dig through it.

**BLM Land Transfer Discussion**

Janet said that this is not a county referral. She said that this 257 acre parcel was up for auction by the BLM in the past months. She said that an article in the Glenwood Post came up last week that there is going to be a transfer from the BLM to the Colorado Land Trust. She said that she went to the BLM website and found the press releases and, some other articles and because she wasn’t sure if it were something we should look at, to go ahead and put it on the agenda to let people know that it was happening. She said that there was only a twenty one day comment period. She said that historically this goes back to a law from the 1800’s when the States were formed. She said that the Federal Government was deeding a very certain prescribed amount of land to the States for use for schools and prisons. She said that when it came to Colorado a lot of the lands were in Indian Reservations and so there wasn’t enough land to give the State that quantified amount so this has been on the books for over one hundred and fifty years.

Janet said that she talked to Fred Jarmon today from Garfield County because he brought it before the County Commissioners last Monday and he will be bringing it back again. She said that John Martin has been aware of this and has been lobbying the Federal Government to get the deficit made up and to get the lands transferred. She said that overall it seems pretty benign. She said the only question about the State Land Board is that their interest is funding for schools. She said that they can take the leases for grazing and take the revenue from the leases and that she has heard of the State Board selling land if it is a developable area for construction. She questioned that if the State sold the land to a private developer, what would happen.

Janet said that the BLM identifies nine issues to be considered;

- Impacts on rights of way
- Livestock grazing
- Impacts to cultural and historic properties
- Wildlife habitat
- Public access
- Hunting
- Recreation
- Socioeconomics

Janet said that we don’t need to submit comments but if we did and this property were to be sold in the future we would want sensitivity on ridgeline development. She said that if people were to use Thompson Creek Road to access a development up there, her guess is this land land-locked but who knows what might happen. She said what if an adjoining property owner allows an easement, worst case scenario.
Ken said that a piece of it fronts County Road 109, the lower portion or eastern edge at the bottom of the ridge.

Michael asked if anyone read the Sopris Sun article today. He said as he understands it is that the revenue that would come would go into the State Land Trust and the proceeds from grazing leases or mineral leases would be used to pay for schools and prisons and all of the things that this is going to do. He said that it sounds like that all of the real stake holders that have been involved with this from the beginning have been engaged from the beginning and have had a lot of their issues addressed. He said that he is not sure that the Town is a stake holder, but he continued that the Town certainly would be a stake holder if the State decided to sell it for development. He said that if we were going to say something it might be; The Town would like to be considered as a stake holder if it went to another transaction past BLM, to the State Land Trust. He said that the uses under the State Land Trust are more restrictive than the uses that would be allowed if it remained BLM land. He said that with BLM land everything goes and everything is an allowable use as long as you pay your permit.

Ken said that if it’s Federal land the local jurisdiction, the County in this case, the land use authority does not have jurisdiction over it correct. He said that if it is State sometimes local jurisdictions do and sometimes they don’t. He asked in this case does Garfield County zoning have any say over the future use of this land?

Janet said that would be a question for Fred Jarmon, she said that he was still digging through it.

Ken said what concerns him is whether there are any minerals in that bluff or gravel, we wouldn’t want to see it move from the current controversy and move close to Carbondale. He said that he didn’t know if we have a voice in it verses the County.

Michael said that he didn’t know what sort of minerals are up there either, the gravel pits are normally on the river bed not on a bluff.

Further discussion ensued about the land transfer.

Janet said that there will be a hearing in January around the 21st, maybe putting a letter in that we are aware of it and if there is another transaction during the public hearing with the Colorado State Land Board that we would like to be considered as a stake holder.

Marina said that we would definitely want to be a stake holder.

Nick said that it looks like over half of this land is not developable because it is on a very steep slope.

Michael said that we do not want to be a stake holder in this transaction but instead in any future transaction beyond this one.
Further discussion ensued.

Pam Zentmyer said her concern is whether the State Land Board had resources in the area to manage the land properly.

Janet said for now we could do a letter and she would keep doing research on it. She said that she could state that we noted that this transfer was taking place and we wanted to take the opportunity to express some thoughts and future requests if this moves forward and pull in the questions that Pam Zentmyer suggested on the management of the land. She said that she would continue doing research and that she wanted to get it on the radar screen because it seemed like it happened so fast and the comment period was so short. She said that was enough direction for her and she thanked the Commission.

**Staff Update**

Janet said that she went to the Board meeting on Tuesday night and 1201 Colorado Avenue, Sopris Lofts, came with their team. She said that the Board did drill deep into a few things regarding ADA and landscaping but overall they really liked the application. She said that they liked the building design and the program and that they questioned energy efficiency. She said that the applicant’s said that they were going to apply for the Udall grant. She said that it was approved and we will see what happens next with that.

John said next week at the Board meeting they will be looking at the number of animals allowed on site on your premises. It is not drilled down specifically for the rabbit guy, it’s more of a Town-wide thing but that it is this item that is driving it. He said that if anyone wants to go to let us know so it can be noticed that there might be Commissioners there.

Further discussion ensued about rabbits.

John said that Red Hill Lofts, the affordable housing project on Dolores, is going to be submitted in the next few weeks.

John said that he and John Plano attended a meeting with the County Health Department on hemp foods, hemp products, CBD products, licensing and the whole process so we are tag teaming with the State and the County on what’s allowed and what’s not allowed. He said that we have been seeing a lot more here in town.

**Commissioner Comments**

There were no Commissioner comments

**Motion to Adjourn**

A motion was made by Jay to adjourn. Nicholas seconded the motion and the meeting was adjourned at 7:40 p.m.
MINUTES
ENVIRONMENTAL BOARD
November 25, 2019

CALL TO ORDER
Colin Quinn called the meeting to order at 6:00 pm on November 25, 2019 in Room 2 at Town Hall.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson
Sandy Marlin, Member
Jim Kirschvink, Member
Scott Mills, Member
Garrett Fitzgerald, Member
Pat Hunter, Alternate

Town Staff Present: Mark O'Meara, Staff Liaison
Kae McDonald, Boards and Commissions Clerk

Guests: Natalie Fuller, Dandelion Days Coordinator
Erin Riccio, Conservation Colorado

CONSENT AGENDA
Motion Passed: Pat moved to approve E-board meeting minutes from October 2019. Sandy seconded the motion, and it was unanimously approved with Jim Kirschvink abstaining due to his absence at the meeting under consideration.

PERSONS PRESENT NOT ON THE AGENDA
Scott Mills provided a brief update from the last Energy Code meeting. He indicated that one of the issues they are now grappling with is how to include the orientation of a building in the code. If it is in the statewide code, HOA's can’t dismiss the requirement. It is also necessary to distinguish between the requirements stated in the building code and those specified by the Planning and Zoning Commission.

CONSERVATION COLORADO
Colin invited Erin Riccio of Conservation Colorado to come to the board meeting. Erin explained that Conservation Colorado is the largest advocate for conservation in Colorado. Its’ members are community organizers involved in education and working to get others inspired. They spend a lot of time at the state capitol advocating for environmental policies, as well as being involved in political campaigns for “green” candidates. They have recently been involved in HB1261
which spells out the State’s climate targets. They will work on rulemaking for this for the next two years to help the state hit these targets. They were also involved in developing policy on low emission vehicle standards. Conservation Colorado has also been working on the CORE Act, which has passed the Colorado House and has been forwarded to the State Senate. Their most immediate concern is instituting stronger methane standards in the state; they are looking to close loopholes in the 2014 standards, as well as to get the standards applied statewide. They will be participating in a hearing in Rifle on December 10 that addresses air quality. Conservation Colorado has their main headquarters in Denver and three offices on the western slope in Grand Junction, Carbondale, and Durango. Their financial backing comes from foundation grants and private backing.

Erin was interested in the mission of the EBoard and how that informed the BOT decisions.

Colin explained that in his perspective, the EBoard’s mission is to provide information and expertise on environmental issues to the BOT. The EBoard is trying to influence the reduction in single-use plastic, and is currently putting the focus on energy efficiency aspects of the building code which falls under items stipulated in the Climate Action Plan. The Eboard also sponsors Dandelion Days.

Jim added that the Board had also had input on the garbage plan, as well as promotion of preserving the dark skies at night.

Pat went on to say that the EBoard’s existence is directly tied to Dandelion Days and early attempts to develop a weed ordinance. He also pointed out that the EBoard is always interested in finding projects that they can have some affect with, such as instituting energy efficiency requirements in the building code.

Mark added that the EBoard is an advisory board that completes research and development on certain issues. They offer suggestions and advice to the BOT. Examples of policies the EBoard has been involved with include the Weed Advisory Board and the passage of the Weed Management Plan, water conservation, and sustainability for the town.

Sandy asked Erin if they were involved in the failed legislative attempts on plastic bans, to which Erin responded that they were only peripherally involved. She went on to say that Senator Kerri Donovan—with whom they work closely with—is carrying bills through the legislature that would remove the exemption on individual municipalities passing a plastic ban.

Natalie asked if they were involved with community efforts to discourage the RMR quarry outside of Glenwood. Erin replied that they are thinking about it, and that it is working its way through the organization’s channels.

Mark asked if they got involved in Front Range/Western Slope resource conflicts (such as water). He asked if they took sides, or if they worked on educating Front
Range policymakers on western slope needs. Erin replied that one of the bigger conflicts that they have worked on is the fact that the methane rules only applied to the Front Range and they are trying to get statewide policies in place. She acknowledged that the water issue was important, and they have a Rivers Report Card that they use as a way to talk to their members.

Pat asked about the status of the CAP at the state-level; the Carbondale CAP was enacted in 2017 and it is important to make the community accountable for the plan. He added that he would be interested in hearing about anything that might work statewide.

HEALTHY RIVER YOUTH WATER SUMMIT
Colin announced that the Healthy Rivers Youth Water Summit is being held on Thursday, December 5th, from 9 AM to 2:30 PM at Colorado Mountain College. The EBoard has been invited to participate, and if anyone did not receive the e-mail invitation to let Colin know and he will get it to them.

DANDELION DAY
Natalie has developed a rough draft partnership outline between the E-Board and Carbondale Arts that she presented for discussion. She expressed the desire to have a fairly clear outline and a vote by January at the latest in order to begin approaching sponsors in February. There was a general feeling that the E-Board wants to maintain a strong connection with Dandelion Days and to ensure that if there is a partnership with Carbondale Arts, the focus remains on the environment and doesn't become another arts festival. One way to maintain a strong presence that was discussed was to be the primary financial sponsor of the event. Colin also suggested that there be a trial period of two years for the partnership.

Motion Passed: Scott moved join into a partnership between the E-board and Carbondale Arts to organize Dandelion Days; the E-Board must approve the partnership agreement and it will have a trial period of two years. Sandy seconded the motion, and it was unanimously approved.

BUDGET UPDATE
Mark provided a status report on the remaining 2019 budget. There is some money remaining in the budget that needs to be spent before the end of the year. The E-Board's budget for 2020 will be $5,000.00. Suggestions for the remaining 2019 budget included the purchase of E-Board mugs and a deposit on the sponsorship for the 2020 Dandelion Days.

EBOARD MEMBERSHIP
Colin brought up the fact that membership on the E-Board is two years, and based on the contact list many of the members’ terms may be expired or nearly so. He asked Kae to doublecheck member terms, and reminded those with expired terms to submit a re-appointment application. Garrett also asked to become an alternate on a trial basis.
ADJOURNMENT
The November 25, 2019, regular meeting adjourned at 7:40 p.m. The next regular meeting is scheduled on December 23, 2019 at 6:00 pm.

Respectfully submitted,
Kae McDonald
January 20, 2020

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Dear Town of Carbondale,

Thank you for your generous donation of the $1170.00 grant and becoming a WSVC supporter. No goods or services were provided for this donation.

With thousands of veterans in Pitkin, Eagle and Garfield Counties, WSVC, in cooperation with the Veterans Service Officers, has been active in assisting veterans in many ways. Your contribution will be put to good use.

Your support shows Veterans just how much their community values their service to our country.

We invite you to learn about WSVC at:
www.westernslopeveterans.org and
www.facebook.com/WesternSlopeVeteransCoalition

Thank you for your support,

John Pettit
Board Member, Volunteer

Western Slope Veterans Coalition is a State of Colorado Nonprofit Corporation
Colorado ID # 201610183 Federal 501(c)3 ID# 81-1898048

803 Colorado Ave. Glenwood Springs, CO 81601 970-233-8735 wscoalition@gmail.com www.westernslopeveterans.org
January 20, 2020

Attn: Cathy Derby
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Cathy Derby and the Town of Carbondale,

On behalf of Ascendigo Autism Services’ staff, Board of Directors, and families, thank you for awarding Ascendigo a grant in the amount of $1,810 received on January 14th, 2020.

The mission of Ascendigo is to elevate the spectrum by empowering people, inspiring lives and shattering expectations! Thank you for supporting this important work. Your contribution helps Ascendigo provide exceptional experiences which promote growth, health, learning, independence, and fun for individuals with autism. Your donation will have a direct impact on the individuals we serve, and their families.

Follow us on Instagram, Twitter, and Facebook @Ascendigo to see first-hand how your donation is hard at work, making more possibilities for our community. We also have a monthly newsletter that highlights the latest happenings. Be sure to register on the homepage of our website.

With Gratitude,

[Signature]

Julie Kaufman
Director of Development

Ascendigo Autism Services, Inc. is a 501 (c) (3) non-profit organization, federal tax ID 20-2940000. No goods or services were provided in exchange for your donation. Please retain this receipt for your records as appropriate.
January 22, 2020

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Trustees,

I am deeply grateful for the Town of Carbondale’s grant of $2,360. Every day I am humbled by the generosity of supporters like you and the volunteers who make it possible for English In Action to welcome immigrants to our community and support them in their quest to learn English. Here is one story illustrating the power of our student-tutor connections:

Rosa and her husband moved to the United States from Guatemala to create a better life for their three daughters. The process of learning English was difficult for Rosa, and although she had worked as a hairdresser in Guatemala, she would not be able to work in this field until her English was strong enough to obtain a license. In 2014, Rosa was matched with an English In Action volunteer tutor named Angye. Through their weekly meetings, they quickly became close friends. As Rosa’s English improved, Angye began to help her study for her cosmetology exam in English. Rosa obtained her license a year ago, and is now the owner of a shop on Main Street in Carbondale!

Rosa’s success has a positive ripple effect on the community as a whole. Her customers benefit from her warm and professional demeanor. And Rosa has also inspired her youngest daughter, who says, “My mom taught me it’s never too late to chase your dreams.”

Your support makes a difference in the lives of people like Rosa and Angye. Thank you!

With gratitude,

Lara S. Beaulieu
Executive Director

We so appreciate your support!
January 23, 2020

Janet Buck
Planning Director
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Janet:

Thank you for your contribution on January 21, 2020 in the amount of $5,000.00 to the Census 2020 Fund at Aspen Community Foundation (ACF).

Aspen Community Foundation has served the communities from Aspen to Parachute since 1980, resulting in a depth and breadth of knowledge of community trends, issues, and needs. Through this broad perspective, Aspen Community Foundation directs funding where it is needed most and provides leadership and support for its Cradle to Career Initiative. These combined efforts continue to positively impact youth and family success throughout the region.

The Census 2020 Fund supports the Aspen to Parachute Complete Count Committee’s efforts to strive for a complete count of the Roaring Fork and Colorado River Valley including projects and efforts to raise community awareness regarding the importance of the 2020 Census.

Aspen Community Foundation is a 501c3 tax-exempt organization: EIN #84-829226. This letter serves as a receipt of your gift, and acknowledges that no goods or services were received in consideration of this contribution.

Your gift will be acknowledged in our printed publications as follows. Please contact us if this is not correct.

Town of Carbondale

Sincerely,

Tamara Tomohlen
Executive Director
January 24, 2020

Town of Carbondale
Attn: Cathy Derby
511 Colorado Ave, Ste 1
Carbondale, CO 81623-4006

Dear Cathy,

On behalf of all the youth in the Buddy Program who benefit from this very generous contribution, thank you for the grant of $1,040.00, received on January 24, 2020.

Through our four youth mentoring programs, the Buddy Program works with 547 youth, 147 adult volunteers and 13 schools between Aspen — Carbondale, and Rifle. Because 84% of the families we work with live below the self-sufficiency standard, we offer all our programs and services at no cost to all the youth we serve. Your generous support is critical in making this possible!

Last year, we celebrated our 45th anniversary. Since its inception, the Buddy Program has grown into one of the premier youth mentoring organizations in Colorado. Thanks to your generosity, we are able to provide increased opportunities and formative experiences for youth in need of mentorship and support services such as professional case management, therapeutic counseling, scholarships for children to participate in life enriching extra-curricular activities, and experiential group mentoring programs.

Thank you for supporting the Buddy Program’s mission to empower youth through mentoring experiences to achieve their full potential.

In celebration of your generosity,

Lindsay Lofaro
Executive Director

Please visit our website www.buddyprogram.org to view our Annual Report for more information on the progress in 2019 made possible by your donation.

The Buddy Program is a 501(c)3 non-profit organization, and our tax identification number is 74-2594693. Please keep this letter for your records. Your contribution is tax-deductible to the extent allowed by law. No goods or services were provided in exchange for your generous financial donation.
Hi Aaron,

First, thanks for all you do for the community – you run a great program!

You don’t need to do anything on this end.

Best regards,

From: Aaron Taylor [mailto:aaron@wocompassion.org]
Sent: Friday, January 24, 2020 12:17 PM
To: Cathy Derby <c derby@carbondaleco.net>
Subject: Re: 2020 Grant Request Application

Hello Cathy,

I am hopeful that this message finds you healthy and well. I wanted to write and express our gratitude at the Way of Compassion Bicycle Project to the Town of Carbondale for the generous grant that we recently received. It means so much to have the Town of Carbondale supporting the community bicycle project.

I am wondering if there is reporting that I need to do for this grant. If there is a document describing what requirements the town has for the proper completion of projects and use of funds could you please share that with me.

Sending all my best wishes!

Warmly,

Aaron Taylor
Way of Compassion Foundation
Director