CARBONDALE BOARD OF TRUSTEES  
REGULAR MEETING  
FEBRUARY 13, 2018  
CARBONDALE TOWN HALL  
511 COLORADO AVENUE  
6:00 P.M.  

STUDENT OF THE MONTH AWARD  

<table>
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<tr>
<th>TIME*</th>
<th>ITEM</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 1/16/18 Work Session Minutes  
  c. BOT 1/23/18 Regular Meeting Minutes  
  d. Garfield County Intergovernmental Agreement – Election Services  
  e. Liquor License Renewal – Peppino’s Pizza  
  f. Liquor License Renewal – Mi Casita  
  g. Liquor License Renewal – Pour House  
  h. Resolution No. 5, Series of 2018 – Supporting FMLD Grant Application for Park Bathroom Improvements  
  i. Resolution No. 6, Series of 2018 – Supporting FMLD Grant Application to Purchase a Police Car  
  j. Crack and Seal Contract | ATTACHMENT A  
  ATTACHMENT B  
  ATTACHMENT C  
  ATTACHMENT D  
  ATTACHMENT E  
  ATTACHMENT F  
  ATTACHMENT G  
  ATTACHMENT H  
  ATTACHMENT I  
  ATTACHMENT J  
  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 K  
  BOT Action Desired |
| 6:45  | 7. Special Event Liquor License – Carbondale Arts – Fashion Show | ATTACHMENT L  
  BOT Action Desired |
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<td>8. Special Event Liquor License – Church at Redstone</td>
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<td>7:35</td>
<td>11. Carbondale Marketplace Amended SIA</td>
<td>ATTACHMENT P</td>
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<td>8:00</td>
<td>12. Review of Lighting Ordinance</td>
<td>ATTACHMENT Q</td>
<td>Discussion</td>
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<td>8:20</td>
<td>13. Chip and Seal Contract</td>
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<td>8:45</td>
<td>15. Minutes/Correspondence</td>
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<td></td>
<td>a. Planning &amp; Zoning Commission 1/11/18 Minutes</td>
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<td>b. Community Request Thank You Letters</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 02.13.2018

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 02.13.2018

DISCUSSION: The accounts payable includes the 2018 membership to Employers Council for $5,600.00, $7,940.00 to Revize for the update to the Town website and $6,358.40 for the vinyl wrap decals for the bear proof trash cans. The recreation department is issuing checks for the special programs to Aspen Valley Ski for $1,410.00, Mt Sopris Nordic Council for $4,975.00 and $1,500.00 to Red Hill Council. The payment of $20,000.00 to the Carbondale Chamber of Commerce for the economic development is included. $3,928.50 to Kimberly Fiebiger is for the purchase of the Humpty Dumpty art piece. It will then be purchased from the Town for $5,238.00. The Town received a 25% commission on the sale. The final payment for the Art Space Feasibility Project is $12,500.00. Clean Energy's final billing for 2017's low income program, Pathway toward climate goals, and Free Energy Assessments is $23,926.90.

The payroll for 1.26.18 was $157,887.47. Tax liability for the town was $9,245.32. Pension and Retirement liability was $10,170.01. The payroll for 2.9.18 was $150,942.16. Tax liability for the town was $8,561.51. Pension and Retirement liability was $10,202.58.

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

Renae
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| 41-4336-3410 UTILITIES      | 23400 GRANITE COMMUNICATIONS | 23400      | 1662 RFWTP             | 41374      | 10579 | 02/01/2018 | 50.68  |
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| 41-4336-3410 UTILITIES      | 23400 GRANITE COMMUNICATIONS | 23400      | 2362 UTILITIES 1/2     | 41374      | 10579 | 02/01/2018 | 30.56  |
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| 41-4336-3410 UTILITIES      | 23400 GRANITE COMMUNICATIONS | 23400      | DIRECTOR COMPUTER      | 41374      | 10579 | 02/01/2018 | 37.53  |
| 41-4336-3410 UTILITIES      | 23400 GRANITE COMMUNICATIONS | 23400      | 4123 SCADA             | 41374      | 10579 | 02/01/2018 | 37.53  |
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| 25760 HOLY CROSS ENERGY     | 41-4336-3410 UTILITIES      | 25760      | NC PLANT               | 1/25/16    | 10556 | 01/25/2016 | 1,289.23|
| 54500 VERIZON WIRELESS      | 54500 VERIZON WIRELESS      | 54500      | CELL PHONE CHARGES     | 9799928317 | 10542 | 01/15/2018 | 184.15 |

**Total WATER DEPT:**

75-4500-3450 UTILITIES

| 23400 GRANITE COMMUNICATIONS | REC CTR ENERGY MONITORING | 41374      | 10579 | 02/01/2018 | 70.31 |
| 54500 VERIZON WIRELESS       | CELL PHONE CHARGES REC     | 9799957219 | 62174| 01/15/2018 | 52.64 |

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| 41-4336-2320 | PLANT &amp; INTAKE MAINTENANCE | 8788   | 93403 | 02/02/2018 | 13.65 |
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Total MUNICIPAL POOL DEPT: 50.00
Total RECREATION SALES & USE TAX: 2,385.00
Total: 6,131.25

Grand Totals: 307,021.81
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
JANUARY 16, 2018

CALL TO ORDER:

Mayor Richardson called the Board of Trustees Work Session to order on January 16, 2018, at 6:00 p.m. in the Town Hall meeting room.

The following Carbondale Board of Trustees members were present:

    Mayor                  Dan Richardson
    Trustees               Heather Henry
                            Frosty Merriott
                            Ben Bohmfalk
                            Erica Sparhawk
                            Luis Yllanes
                            Marty Silverstein

    Staff Present:
    Town Manager           Jay Harrington
    Town Clerk             Cathy Derby
    Intern                 P. Angie Sprang

CLEER & CORE STATUS OF 2017 ENERGY PLAN & 2018 ENERGY PLAN

Trustee Sparhawk disclosed that she is an employee of CLEER and she asked the Board if she should recuse herself. Mayor Richardson answered that the Board is only offering guidance, we are not making any decisions tonight, so her recusal is not necessary.

Representatives from CLEER & CORE were present for the meeting.

CLEER representatives provided a summary of their 2017 programs which included:

• Income-Qualified Program – served 9 households
• Pathway Toward Climate Goals – Helping Town facilities achieve a goal of Carbon neutrality by 2050
• Business Energy Efficiency Campaign – 3 participants
• Finalize Climate Action Plan and Conduct Community Outreach
• Climate-Friendly Transportation – assisted on a fast charging project
• Free Energy Assessment for New Home Buyers – 13 assessments completed

CORE representatives provided a summary of their 2017 accomplishments which included:

• Contributed $216,624 to Carbondale – approximately $108,582 in rebates and
$108,042 through grants

- Provided support to the Environmental Board
- Hired a consultant to conduct an Anaerobic Digestion Study
- Helped finalize the 2017 Climate & Energy Action Plan
- Engaged in Community Outreach

Due to limited funding, CLEER is leveraging funds from multiple sources and partnerships

CLEER’S 2018 Proposed Scope of Services:

- Continue Income-Qualified Program
- Climate-Friendly Transportation
- Continue Business Clean Energy Campaign
- Zero Energy District Scoping
- Invest in Education Program

The Board made the following comments/suggestions:

- Want to see goals and outcomes (i.e. how many low income houses were effected)
- Include waste diversion in Climate Action Work – CLEER responded they will include it in the education component
- Try to get new City Market on board to construct a net zero energy building
- Future reports should include pie charts of investments/projects
- Reduce the Green Building Code residential square footage requirement to provide renewable energy

**CHILDCARE COALITION UPDATE**

Gretchen Brogdon and Angela Loughry, representing the Carbondale Childcare Coalition, were present at the meeting.

Gretchen stated that two childcare facilities are looking for new sites and both were offered places in industrial zones. However, industrial zones do not allow day care centers. Gretchen explained that childcare centers require large lots and the industrial zone is the only place where there is space.

Discussion ensued on if childcare facilities should be permitted in industrial zones. Mayor Richardson took a straw poll and the Board was split.

The Board agreed to schedule a joint work session with the Planning & Zoning Commission to discuss Childcare (zoning) and their 2018 work plan.

**BROADBAND**

Jay stated that for a rural area the Town has a robust network of broadband.
P. Angie Sprang, who has been working on Broadband for the Town, explained that Cedar Networks, a local broadband provider, is interested in a marketing partnership. P. Angie proposed the following questions to the Board:

Would the Town like to pursue becoming a Gig City? The Board answered yes.

Would the Town be willing to participate in offering a Take Rate Survey through our utility bill to gauge the interest in Cedar Network’s services? The Board answered yes. However, the Board insisted that any data received should be public record.

Should the Town implement a Shadow Conduit (requiring new in-ground construction to install conduit to house fiber, etc.) Policy? The Board answered yes.

Does the Board want to develop a marketing partnership with a fiber vendor? The Board answered no. They would like staff to contact all of the fiber vendors and see if they want to put information on the Town’s website as to what broadband services they provide.

**DISCUSSION ON COMMUNITY BUILDERS GRANT**

Jay explained that the Community Builders Grant has been brought to his attention. Twice a year Community Builders offer a limited number of assistance opportunities to communities in some western states.

Mayor Richardson suggested staff apply for a grant focused on building resilient economies. The Board agreed.

**MISCELLANEOUS**

The Board briefly discussed social media etiquette.

**ADJOURNMENT**

The January 16, 2018, work session adjourned at 6:50 p.m. The next regular scheduled meeting will be held on January 23, 2018, at 6:00 p.m.

**APPROVED AND ACCEPTED**

______
Dan Richardson, Mayor

**ATTEST:**

______
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 23, 2018

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on January 23, 2018, 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
Erica Sparhawk
Ben Bohmfalk
Heather Henry
Luis Yllanes

Arrived After Roll
Frosty Merriott

Staff Present:
Town Manager
Town Clerk
Attorney
Finance Director
Public Works Director
Jay Harrington
Cathy Derby
Mark Hamilton
Renea Gustine
Kevin Schorzman

CONSENT AGENDA

- Accounts Payable totaling $210,116.55
- BOT 1/9/18 Regular Meeting Minutes

Trustee Merriott arrived at the meeting.

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

7 yes votes: Silverstein, Bohmfalk, Sparhawk, Henry, Merriott, Yllanes, Richardson
PERSONS PRESENT NOT ON THE AGENDA

Doc Philip, S. 3rd St., stated that Carbondale needs to do something about eliminating Carbon Dioxide. He suggested Carbondale become its own nation state.

TRUSTEE COMMENTS

Trustee Bohmfalk told the Board that he attended the most recent waste hauling committee meeting. Two City of Glenwood Springs council members attended the meeting. They are interested in joining the waste hauling efforts - it appears it's becoming a valley-wide project. Jay stated he asked Laurie Batchelder, a solid waste collection consultant, for a bid to help the Town through the process.

Trustee Henry informed that Board that she attended the Environmental Board meeting. There are several new members and they are in process of identifying their priorities, volunteering for sub-committees, etc. Trustee Henry stated the Board has good momentum.

Trustee Merriott stated he has three months left in his term and he has every intention to "finish strong". He believes the trash hauling ordinance needs to be broken in to pieces (i.e. bear proof containers, trash hauler, compost, etc.).

Trustee Merriott would like the Town to educate its citizens on the Town's water quality. The Town should create educational resources in both English and Spanish. Trustee Merriott stated that he is willing to take the lead on this project. A discussion has been scheduled for the March 13, 2018 BOT meeting. Trustee Henry stated that the Environmental Board is looking at broadening efforts to (eventually) make Carbondale plastic free (including banning single use water bottles). They are looking for help from an advocacy organization so as not to reinvent the wheel.

Trustee Merriott stated that if bear-proof trash containers are going to be effective in Carbondale then residents located within the three (3) mile area of Town should also be required to have them. Trustee Merriott has spoken with Commissioner Jankovsky who is supportive of the idea. Commissioner Jankovsky has agreed to put bear-proof trash containers on a future Garfield County agenda.

Mayor Richardson said that he attended the RFTA meeting with Trustee Bohmfalk. They discussed the continuation of the Access Control Plan, and an update on the ITSP was provided – the consultant is polling people to see if they are interested in approving an additional funding source. Also, at the meeting RFTA stated that the Grand Avenue Bridge mitigation cost $800,000 which was absorbed through sales tax.

Mayor Richardson stated that he will be attending the Regional Mayor Meeting on Friday.
ATTORNEY'S COMMENTS

The attorney did not have any comments.

SPECIAL EVENT LIQUOR LICENSE – RIVER BRIDGE

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

Trustee Sparhawk made a motion to approve River Bridge Regional Center's Special Event Liquor License Application. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Richardson, Silverstein, Sparhawk, Henry, Merriott, Bohmfalk, Yllanes

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE CLAY CENTER

Carbondale Clay Center has applied for a Special Event Liquor License for a scholarship fundraiser to be held at 201A Main Street. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Sparhawk made a motion to approve Carbondale Clay Center's Special Event Liquor License Application. Trustee Henry seconded the motion and it passed with:

7 yes votes: Silverstein, Sparhawk, Henry, Merriott, Bohmfalk, Yllanes, Richardson

SPECIAL EVENT LIQUOR LICENSE – WILDERNESS WORKSHOP

Wilderness Workshop has applied for a Special Event Liquor License for an event to be held at the Third Street Center. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Wilderness Workshop's Special Event Liquor License Application. Trustee Yllanes seconded the motion and it passed with:

7 yes votes: Sparhawk, Henry, Merriott, Bohmfalk, Yllanes, Richardson, Silverstein

RESOLUTION NO. 4, SERIES OF 2018 – SUPPORTING REAUTHORIZATION OF GOCO COLORADO

Jay explained that Colorado's lottery proceeds that fund Great Outdoors Colorado Trust Fund, the Conservation Trust Fund, and the Colorado Division of Parks and Wildlife must be re-authorized by the general assembly by 2024. Parks & Recreation
Stakeholders have evaluated and concluded that the 2018 Legislative Session is the best time to pursue this re-authorization.

Trustee Sparhawk made a motion to approve Resolution No. 4, Series of 2018, supporting reauthorization by the General Assembly of the Colorado Lottery Division in 2018. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Henry, Silverstein, Yllanes, Sparhawk, Bohmfalk, Richardson, Merriott

REVIEW OF STREETSCAPE FUNDED PROJECTS

On January 9, 2018, the Board approved Ordinance No. 1, Series of 2018 placing the question of extending the Streetscape mill levy on the ballot for the April 3rd election. At that time the Board requested staff provide a breakdown of revenues generated by the mill levy and the projects the funds were spent on.

Kevin stated that $3.9 million in revenue has been collected and to date $3.3 million has been spent on streetscape projects including: downtown streetscape and lighting, downtown sidewalks, crosswalks, pedestrian ramps and pavers, 4th St/Sopris Ave. landscaping associated with the new library, and the 3rd Street project. In 2018, proposed improvements include sidewalks on 3rd St./Colorado Ave. Kevin noted that the Town tries to maintain a fund balance of $500,000 - $600,000 to be allocated toward downtown parking improvement projects should the opportunity present itself.

Discussion ensued.

Mayor Richardson requested that photos accompany the completed projects and descriptions be added to the list of capital improvements. The document should then be posted on the Town’s website.

ORDINANCE NO. 2, SERIES OF 2018 – ESTABLISHING AN ENTERTAINMENT DISTRICT FOR A COMMON CONSUMPTION AREA

Andrea Stewart, Carbondale Chamber of Commerce Executive Director, was present at the meeting.

Jay explained that at the January 9th BOT meeting staff provided a draft Ordinance No. 2, Series of 2018, establishing an entertainment district to create a common consumption area. The draft had several blanks which staff has since filled in.

Jay noted two questions remain to be answered: the definition of disposable cups and if requiring the cups to be traceable is necessary. Jay noted that the general consensus among municipalities and legislators is that the definition of disposable cups is up to the discretion of the municipalities.
Discussion ensued.

Andrea stated that the First Friday Committee intends to use the cups as a revenue stream. They are thinking of selling (seasonal) stainless steel cups.

Mayor Richardson noted that he would like the participating businesses to report their First Friday sales tax revenue for the three month trial period.

Trustee Henry stated that this is a three month test and they have to meet First Friday's goals. She asked Andrea how they are coordinating to build a sense of First Friday. Andrea replied that the Farmer's Market has been invited and they are encouraging local artisans who are members of the Creative District and the Chamber to participate. They are trying to make art a focus of First Friday again and create a family atmosphere.

Trustee Merriott stated that two long-time locals approached him and told him the common consumption area is not a good idea. Trustee Merriott cautioned the Promotional Association to be careful. He asked what kind of message are we sending? However, it's an experiment and it needs to happen. He suggested that the Chamber could make a small donation to Youth Zone.

Mayor Richardson opened the meeting to public comment.

Elizabeth Cormack, Mesa Verde Ave., stated that she strongly opposes the common consumption area. She has a 15 year old and she has worked hard to keep him from being overexposed to alcohol. She is concerned about opening Main Street to drinking. Can we trust that our kids who wonder away will not be offered alcohol? Carbondale is sending a message that it condones alcohol. She feels that the community is turning away from family events and is moving towards drinking and partying. She is concerned about crime, vandalism and people drinking and driving. She noted that the police have similar concerns.

Trustee Silverstein stated that like Trustee Merriott he too has reservations. First Friday started as an art walk. He is concerned that a few people can ruin this but he hopes that the experiment goes well.

Trustee Henry wants to require that TIPS documentation be provided to the town clerk.

Trustee Bohmfalk stated that he doesn't feel that the cups need to be traceable. The majority of the Board agreed that the cups should be traceable. Trustee Bohmfalk suggested that a volunteer security patrol be used during the event.

Andrea asked if it will be necessary to have drinks shuttled across Third Street – it will.
Trustee Yllanes stated that he supports the idea because the businesses on Main Street support it. What the Chamber nets compared to the risk will need to be assessed. He agreed that a volunteer security force should be used.

Mayor Richardson stated that if something goes wrong he would like the Trustees to have the ability to shut the event down.

Trustee Bohmfalk made a motion to approve Ordinance No. 2, Series of 2018, Creating an Entertainment District to Establish a Common Consumption Area with the following amendments: attached licensed premises shall be required to submit TIPS documentation to the town clerk; and the Promotional Association may form a volunteer security force. Trustee Henry seconded the motion and it passed with:

5 yes votes: Yllanes, Henry, Bohmfalk, Richardson, Sparhawk
2 no votes: Merriott, Silverstein

ASPen VALLEY LAND TRUST REAL ESTATE CONTRACT/RED HILL

Jay explained that the Memorandum of Understanding outlines the time period for the property to be transferred to the Town. It includes a maintenance fund of $200,000, an improvement fund (trail construction) of $150,000, and transfer date of when the funds for the project have been committed.

The Town is working with CDOT and Garfield County on a possible relocation of CR 107 to permit the development of a separate parking area for recreational users. Funding for this work has not been allocated and AVLT is not financially obligated to participate in this phase of the project.

Trustee Sparhawk made a motion to approve the Memorandum of Understanding Concerning the Donation and Administration of Funds for the Management of the Red Hill Property Between the Town of Carbondale, Colorado and the Aspen Valley Land Trust. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Silverstein, Richardson, Henry, Bohmfalk, Merriott, Yllanes, Sparhawk

AGREEMENT FOR PURCHASE OF EASEMENT – INDUSTRY WAY

Jay explained that the Town has long planned to connect Industry Way to 8th Street. The Town has the opportunity to acquire a 25’ wide easement to accommodate a portion of the future Industry Way Connection. The Town will be paying the appraised value of the property of $143,500, which is included in the 2018 budget.

The owner of the property will be permitted to use the easement area to access their proposed development until the Industry Way connection is constructed.
Trustee Henry disclosed that she lives in the neighborhood of the proposed development and she asked the Board if they would like her to recuse herself. The Board did not believe it was necessary for Trustee Henry to recuse herself.

Discussion ensued.

Trustee Bohmfalk stated that he is concerned that it may be many years before the connection is made and if the property changes hands the new owners may protest the easement. Jay explained that the developer’s intent is to use it as a road-based driveway.

Trustee Henry stated that the easement almost connects to the Derail Park single track. She suggested that the Town start using the easement as a right-of-way so people can’t put sheds, etc. on the property. It was agreed that language would be added preventing additional improvements or landscaping within the easement, and that during the temporary period prior to the Town’s completion of a public street the Town may make use of the easement for other public purposes.

Trustee Yllanes made a motion to approve the Easement Purchase and Sale Agreement between the Town of Carbondale and Primo Properties, LLC, including the form of the Easement Deed, and authorize the Mayor to sign the agreement upon completion of the legal description and site plan. Also, the Board directed staff to add language preventing additional improvements or landscaping within the easement, and that during the temporary period prior to the Town’s completion of a public street the Town may make use of the easement for other public purposes. Trustee Bohmfalk seconded the motion and it passed with:

7 yes votes: Merriott, Bohmfalk, Henry, Silverstein, Sparhawk, Yllanes, Richardson

The January 23, 2018, regular meeting adjourned at 8:20 p.m. The next regularly scheduled meeting will be held on February 13, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

__________________________
Dan Richardson, Mayor

ATTEST:

__________________________
Cathy Derby, Town Clerk
INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES

This Intergovernmental Agreement for election services is entered into this 13th day of February, 2018 by and between the, Town of Carbondale, a Colorado Home Rule Municipality (hereinafter the “Town”), and the Garfield County Clerk & Recorder, (hereinafter the “Clerk”), collectively referred to as the “Parties”.

WHEREAS, the Town has requested the assistance of the Clerk for the Municipal Election to be held on April 3, 2018; and

WHEREAS, the Clerk is willing to assist the Town in certain aspects of the 2018 Municipal Election to effectuate a smooth and efficient election process.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties as set forth herein, the parties agree as follows:

1. Term of Agreement. This Agreement applies to the April 3, 2018 Municipal Election and is effective from the date of execution to the conclusion of any appeal or contest of the April 3, 2018 Municipal Election.
2. Clerk’s Duties. The Clerk agrees to:
   a. Designate members of her staff to be the Election Staff to assist the Town in the 2018 Municipal Election and to provide the names of those individuals to the Town.
   b. Use the ballot content provided by the Town to set-up the ballot design for the 2018 Municipal Election and send proofs to the Town by e-mail when completed.
   c. Provide an extract to the Town’s designated printer so ballots compatible with the Hart Voting equipment will be printed for the Town’s mail ballot election by January 31, 2018.
   d. Provide training to designated Town staff or designated election judges on how to prepare the ballots for processing through the eScans.
   e. Provide two eScans (optical ballot scanners) for use in processing the voted ballots on April 3, 2018. A Clerk Election Staff member(s) will deliver the eScans to the Town and remain at that site until all the ballots are processed and tabulated. Clerk Election Staff will be responsible for the security of the eScans and bring the equipment back to the Clerk’s office in Glenwood Springs for secure storage, once tabulation is completed.
   f. Use the Servo/Tally software to tabulate the results of the election once all voted ballots have been processed through the eScans and to produce reports of the election results. The Town will be able to print election results from the eScan then the eScan will be taken back to the courthouse so the MBBs (mobile ballot boxes)
also known as memory cards to be uploaded into the Tally software for the printing or reports.
g. Provide an additional Election Staff member to arrive at the Town prior to the close of the election to assist with ballot tabulation.
h. Bill the Town within thirty (30) days after the election for staff time spent in setting up the ballot, logic and accuracy testing, ballot counting and tabulation process on election night, and mileage for staff members to and from the Town Hall on Election Day. If any race is close enough for a recount, the Clerk will additionally charge the Town for staff time needed to assist with the recount process.

3. **Town’s Duties.** Town agrees to:
   a. Provide the Clerk with certified ballot content at the earliest possible date. Please contact Edna Place at 384-3700 x 1804 or eplace@garfield-county.com for format required for content certification.
   b. Proof and return signed verification that the ballot proof is acceptable either by e-mail or fax to the Clerk as soon as possible after receipt.
   c. Provide Clerk Election Staff with the name and contact information for their printer.
   d. Provide at least two staff members to assist with the logic and accuracy testing (LAT) of the election equipment. This testing will be done at the Clerk’s office in Glenwood Springs. Both Town and Clerk staffs will hand mark and hand tabulate ballots prior to those ballots being processed through the selected eScans. The LAT is done to verify that the electronic equipment is correctly processing the marked ballots.
   e. Provide to the Clerk required information for Town Election contacts and all election judges so the Clerk can conduct CBI background checks prior to the votes being scanned on the County election equipment. The Town will be responsible for all CBI charges.
   f. Reimburse the Clerk for staff time spent in setting up the ballot, logic and accuracy testing, assisting with the ballot counting and tabulation process on election night, and mileage for staff members traveling to and from the Town on Election Day. If any race is close enough for a recount, the Town agrees to reimburse the Clerk for staff time needed to assist with the recount process.
   g. The Town Clerk will provide a new, encrypted flash drive so all reports for the election can be downloaded from the Servo/Tally laptop for printing.

4. **INDEMNIFICATION.** The Town agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the Town in completing its responsibilities relating to the election.

5. **Integration.** The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the subject matter hereof and that no Party
is relying upon any oral representations made by another Party or employee, agent or officer of the Party.

6. Amendments. This Agreement can be amended only in writing with signature of all Parties.

7. Notices. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to the Town: Town of Carbondale
c/o Cathy Derby
Town Clerk
511 Colorado Ave
Carbondale, CO 81623

Notice to Clerk: Jean Alberico, County Clerk & Recorder
109 Eighth Street, Suite 200
Glenwood Springs, CO 81601

IN WITNESS WHEREOF, the Town and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

ATTEST: Town of Carbondale

__________________________________________
Town Clerk

By: ______________________________________
Mayor

Garfield County Clerk & Recorder

__________________________________________
Jean Alberico

Dated: ________________________________
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Peppino's Pizza

Date: January 22, 2018

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

Kurt Trede

I have found no in-house liquor violation records. I recommend approval for the liquor license renewal,
PEPPINOS PIZZA OF CARBONDALE  
PO BOX 1144  
CARBONDALE CO 81623-1144  

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW  

<table>
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<th>Sales Tax License #</th>
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<tr>
<td>524 MAIN ST CARBONDALE CO 81623-2035</td>
<td>PO BOX 1144 CARBONDALE CO 81623-1144</td>
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1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO

2. Is the premises owned or rented? ☑ Owned ☐ Rented* *If rented, expiration date of lease

3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☑ YES ☑ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☑ YES ☑ NO

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

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

<table>
<thead>
<tr>
<th>Type of Print Name of Applicant/Authorized Agent of Business</th>
<th>Title</th>
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<tbody>
<tr>
<td>KURT TREDE</td>
<td>PRESIDENT</td>
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Signature

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conduct and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Title

Attest

Date
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Mi Casita Restaurant at 580 Main St, Ste. 100

Date: February 5, 2018

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

Graciela Pena / Applicant

I have completed the requested in-house record checks for the establishment. I have found no in-house liquor violation records that would cause me to recommend denial of this liquor license renewal application.

I recommend the approval for the liquor license application.
MI CASITA
580 MAIN ST SUITE 100
CARBONDALE CO 81623-2072

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

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<td>Graciela Pena</td>
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<th>Email Address</th>
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<table>
<thead>
<tr>
<th>Street Address</th>
<th>Phone Number</th>
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<tr>
<td>580 MAIN STREET SUITE 100 CARBONDALE CO 81623-2072</td>
<td>9709635866</td>
</tr>
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</table>

1. Do you have legal possession of the premises at the street address above? [ ] YES [ ] NO
   Is the premises owned or rented? [ ] Owned [ ] Rented** "If rented, expiration date of lease: Jan 1, 2025

30. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. [ ] YES [ ] NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. [ ] YES [ ] NO

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

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business

Signature

Date

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Title

Date

Attat
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for The Pour House

Date: February 8, 2018

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

Timothy H Mason / General Manager

I have found no in-house liquor violation records. I recommend the approval for the liquor license renewal.
Pour House The  
351 Main St  
Carbondale CO 81623-2030  

Retail Liquor or 3.2 Beer  
License Renewal Application  
Received  
JAN 28 2018  
Liquor Enf. Division  

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW  

Licenses Name:  
Pour House Company LLC The  

Liquor License #: 41980520000  
License Type: Hotel & Restaurant (city)  

Sales Tax License #: 41980520000  
Expiration Date: 04/07/2018  
Due Date: 02/21/2018  

Operating Manager:  
Manager Phone Number: (719) 963-3553  
Email Address:  
Street Address: 351 Main Street Carbondale CO 81623-2030  
Mailing Address: 351 Main St Carbondale CO 81623-2030  

Street Address:  
Mailing Address:  
Phone Number:  

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

15. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☑ YES ☐ NO  
   
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.  

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☑ YES ☐ NO  

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

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licenses or interest in a loan to any licensees? If yes, attach a detailed explanation. ☑ YES ☐ NO  

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

Type or Print Name of Applicant/Authorized Agent of Business  
Timothy J. Mabry  
Signature  

Title  
General Manager  
Date  
12/19/2017  

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY  
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 45 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.  

Local Licensing Authority For  
Signature  
Title  
Attest  

TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: February 20th, 2018

TITLE: GCFMLD Park Bathroom Improvements Mini-Grant
Resolution No. 5, Series of 2018

SUBMITTING: Parks & Recreation Department

ATTACHMENT H: Resolution No. 5 -2018

Background:
Town staff is submitting a Garfield County Federal Mineral Lease District (GCFMLD) mini-grant application for Town of Carbondale Public Park bathroom improvements in alignment with previous master plans and life cycle infrastructure maintenance needs. These improvements will include roof replacements and efficiency upgrades to lighting with solar power and daylighting. Within the GCFMLD grant application a Resolution is required from the Town governing body indicating their support for the grant submittal.

Fiscal Financial Implications:
The estimated total project cost is $25,000 which will be entirely funded through the GCFMLD mini-grant. A local Town of Carbondale match is not required for the mini-grant program.

Recommendation:
Adoption of Resolution No. 5- 2018 supporting town submittal of a GCFMLD mini-grant application.

Staff recommends the following motion be approved: “Move to approve Resolution No. 5 - 2018”

Prepared By: Eric Brendlinger, Parks & Recreation Director

Jay Harrington
Town Manager
RESOLUTION NO. 5
SERIES OF 2018

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT AND COMPLETION OF A TOWN OF CARBONDALE PARK BATHROOM IMPROVEMENTS AND MAINTENANCE PROJECTS.

WHEREAS: The Town of Carbondale is a political subdivision of the State of Colorado, and therefore an eligible applicant for the grant awarded by the Garfield County Federal Mineral Lease District ("GCFMLD"); and

WHEREAS: The Town of Carbondale has submitted a mini-grant application for public park bathroom improvement projects to the following municipal park lands: Sopris Park & Miners Park, requesting a total award of $25,000.00 from GCFMLD; and

WHEREAS: The Town of Carbondale supports the completion of the aforementioned park improvement projects if a grant is awarded by the GCFMLD.

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

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

2. The Board of Trustees of the Town of Carbondale strongly supports the Grant Application submitted by the Town of Carbondale for a grant with Garfield County Federal Mineral Lease District.

3. If the grant is awarded, the Board of Trustees of the Town of Carbondale strongly supports the completion of the public park bathroom improvement projects at Sopris Park & Miners Park.

4. The Board of Trustees of the Town of Carbondale authorizes the expenditure of any funds necessary to meet the terms and obligations of a grant awarded pursuant to a Grant Agreement with the GCFMLD.

5. The project sites are owned by the Town of Carbondale and will be owned by the Town of Carbondale for the next 25 years. The Board of Trustees of the Town of Carbondale will continue to maintain the municipal park lands in a high quality condition and will appropriate needed funds for maintenance annually.

6. If a grant is awarded, the Board of Trustees of the Town of Carbondale hereby authorizes the Mayor to sign a Grant Agreement with the GCFMLD.

The effective date of this Resolution is the date passed and approved below.

PASSED AND APPROVED ON: __________________________

APPROVED BY: __________________________

Dan Richardson, Mayor

ATTEST:

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

Board Trustees Agenda Memorandum

Attachment:
Meeting Date: 2/13/2018

TITLE: Resolution 6: Garfield County Federal Mineral Lease District Grant Application for Ordinance/Patrol Vehicle (GCFMLD)

SUBMITTING DEPARTMENT: Police Department

ATTACHMENTS:

BACKGROUND

During the 2018 budget process, purchase of a new ordinance/patrol vehicle was approved. After, bids were received for the vehicle sufficient money was not budgeted to purchase the vehicle with all the necessary equipment. Instead of trimming equipment from the vehicle, which enhances officer, animal and citizen safety, we would like to apply for a GCFMLD Grant that would fund the vehicle and equipment.

FINANCIAL:

Grant in the amount of $38,592.12 would be requested from GCFMLD, the Town's match would be approximately $25,728.08.

RECOMMENDATION:

Motion to approve Resolution No. 6.

Prepared By: Gene Schilling
RESOLUTION NO. 6
Series of 2018

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PURCHASE OF AN ORDINANCE/PATROL VEHICLE.

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body formed pursuant to the Colorado Federal Mineral Lease District Act, Colo. Rev. Stat. § 30-20-1301 et seq. (2012);

WHEREAS, as a political subdivision of the State of Colorado, the Town of Carbondale is eligible to receive grant funding from GCFMLD under the Colorado Federal Mineral Lease District Act and 30 U.S.C. § 191 (2012); and

WHEREAS, the Town of Carbondale Police Department seeks to submit a grant application through GCFMLD's Traditional Grant Program, requesting $64,320.20 in funding for the purchase of Ordinance/Patrol Vehicle. The vehicle would be used to enhance citizen and animal safety.

NOW THEREFORE, be it resolved by the Board of Trustees of the Town of Carbondale, Colorado that:

1. The Board of Trustees of the Town of Carbondale supports the GCFMLD grant application for the purchase of an ordinance/patrol vehicle;

2. If the grant is awarded, the Board of Trustees of the Town of Carbondale supports the completion of the project, as well as the expenditure of funds necessary to meet the terms and obligations of the grant.

3. If the grant is awarded, the Board of Trustees of the Town of Carbondale hereby authorizes the Mayor to execute the grant agreement with GCFMLD.

4. The effective date of this Resolution is the date passed and approved below.

INTRODUCED, READ, AND ADOPTED this 13th day of February, 2018.

Town of Carbondale, Colorado

By: _______________________________
    Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk
Board of Trustees Agenda Memorandum

Item No: 2J

Meeting Date: February 13, 2018

TITLE: 2018 Crack Sealing Program Contract

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: 2018 Crack Sealing Contract

BACKGROUND
The Town of Carbondale placed an advertisement in the Sopris Sun requesting quotations for the 2018 Crack Sealing Program. The request for quotations was also posted on the Town’s website

DISCUSSION
The 2018 Crack Sealing Program consists of cleaning cracks and applying approximately 15,000 pounds of hot bituminous material in the voids. The 2018 Program will begin on the streets scheduled for this year’s chip and seal work and continue to other areas of Town.

Three quotations were received for this year’s work as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM-PM Sweeping and Stripes</td>
<td>Montrose, CO</td>
<td>$1.16</td>
<td>$17,400.00</td>
</tr>
<tr>
<td>Bonneville Asphalt &amp; Repair</td>
<td>Orem, UT</td>
<td>$1.55</td>
<td>$23,250.00</td>
</tr>
<tr>
<td>SealCo</td>
<td>Gunnison, CO</td>
<td>$1.44</td>
<td>$21,600.00</td>
</tr>
</tbody>
</table>

AM-PM Sweeping and Stripes has not performed this type of work for the Town before. However, staff has checked references with Glenwood Springs, Rio Blanco County, and Bayfield and all gave favorable references. Staff recommends awarding the 2018 Crack Sealing contract to AM-PM Sweeping and Stripes, LLC.

FISCAL ANALYSIS
The 2018 budget contains $175,000 for the Street Resurfacing Program.
Crack Sealing Program Cost:

Application cost at $1.16. @ 15,000 pounds $17,400.00.
Estimated Bituminous material cost $12,000.00
Estimated Crack Sealing Program Cost $29,400.00

Total Street Surface Program Cost:

Estimated Crack Sealing Program cost $ 29,400.00
Estimated Chip and Seal Program cost $ 98,069.30
Estimated Street Surface Program cost $127,469.30
Street Surface Program budget $175,000.00

RECOMMENDED MOTION
Staff recommends that the following motion be approved: I move to award the 2018 Crack Sealing Program bid to AM-PM Sweeping and Stripes, LLC with a unit price of $1.16 per pound and authorize the Mayor to sign the attached contract.

Prepared by: Kevin Schorzman

________________________________________
Town Manager
2018 Town of Carbondale
Bituminous Crack Sealing Program

CONSTRUCTION AGREEMENT
(unit prices)

THIS AGREEMENT is entered into by and between AM-PM SWEEPERS AND STRIPES, LLC, a Colorado Limited Liability Company, 2870 North Townsend, Montrose, CO, 81401 ("Contractor"), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation ("Town"). This Agreement is to be effective February 13, 2018, regardless of the date of signature(s) below.

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

1. **Work.** The Town desires to complete bituminous crack sealing improvement work, within the Town of Carbondale as described in Attachment A. All of the Work will be directed and overseen by the Town's Public Works Director. Contractor is willing to perform this Work upon request of the Public Works Director at the rates set forth in Attachment B.

2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the unit prices for bituminous crack sealant application set forth on Attachment B ("Contractor's Compensation"). Contractor shall provide the Town with a performance and payment bond in an amount no less than 100% of the cost of the project in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond shall be included in the unit price for the work performed, and shall not be compensated directly.

3. **Payment.** In consideration for Contractor's performance of the Work, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor's Compensation shall be payable to Contractor in one payment for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Town shall make said payment for the Work to Contractor no later than thirty-one (31) days after the Work is completed and accepted by Town. It shall be a condition precedent to the payment of Contractor that Contractor submits waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Title to all materials shall pass to Town upon final payment. Town may make the check for full and final payment payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor’s Compensation.

4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor's personnel, any subcontractors, and operations.
5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement or the Work.

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

   The Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, “Basic Pilot Program” is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

   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(2).

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

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

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

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

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

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

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

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

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

9. Insurance. Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:
a. Workers' Compensation complying with the laws of the State of Colorado and Employer’s Liability Insurance in an amount not less than $1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

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

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

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

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

11. **Timing.** Time is of the essence. All Work shall be completed by Contractor on or before May 15, 2018, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.

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

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

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

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

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

17. **Termination.**

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

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

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

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

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

20. **Town Budgeting/TABOR compliance.** The Town has appropriated funds out of its 2017 budget in the amount of Contractor's Compensation. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change order shall issue which causes the aggregate amounts to be paid by the Town pursuant to this contract to exceed the amount appropriated.

21. **Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the equal opportunity laws. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, State, or local laws and regulations.
22. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-1, et seq., C. R. S., as amended.

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

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

<table>
<thead>
<tr>
<th>To the Town:</th>
<th>Town Manager</th>
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<td>Town of Carbondale</td>
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<td>511 Colorado Avenue</td>
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<td>Carbondale, CO 81623</td>
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<th>Copy to:</th>
<th>Town Attorney</th>
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<tr>
<th>To Contractor:</th>
<th>AM-PM Sweeping and Stripes, LLC</th>
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<tr>
<td></td>
<td>2870 North Townsend</td>
</tr>
<tr>
<td></td>
<td>Montrose, CO 81401</td>
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</table>

25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13th day of February, 2018.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ________________________________  
    Dan Richardson, Mayor

ATTEST:

______________________________

CONTRACTOR:
AM-PM Sweeping and Stripes, LLC
a Colorado Limited Liability Company

By: ________________________________  
    Preston McEachern  
    Its: ________________________________  

STATE OF COLORADO  
)  
) ss.  
COUNTY OF CARFIELD  
)

The foregoing AGREEMENT was acknowledged before me this ___ day of ___  
_____________________, 2018 by______________________________.

Witness my hand and official seal.

My commission expires: ____________________

______________________________  
Notary Public
Attachment A
Attachment B

2018 Crack Fill Program Quotation Form

The Program consists of cleaning of cracks and application of approximately 15,000 pounds of hot applied crack sealant material. The Town reserves the right to change the quantity of material applied as well as the locations of the streets or trails receiving the application. The Town will be providing Deere American 974 bituminous material for the Program. The Unit Price bid per pound of material applied shall include the cost of labor, equipment and traffic control necessary to complete the work. All work shall meet, at a minimum, the BITUMINOUS CRACK SEALING SPECIFIC REQUIREMENTS contained in the Quotation Packet. Please note: Payment to contractor shall be measured by submitting package tabs/hour/carts/boxes to the Town.

Quotation per Applied Pound of Material $1.66

Total Quotation $17,400

SEVENTEEN THOUSAND FOUR HUNDRED
(Written Amount)

Contractor: ALL-PAT Pavement and Striping, LLC

Address: 2970 N. Townsend Ave, Montrose, CO 81401

Phone: 970-244-5423, 970-964-7020

1-273
0167
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 to be held at the Orchard on
      March 3, 2018

Date: January 22, 2018

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 3, 2018.

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:

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<tr>
<th>SOCIAL</th>
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<th>ATHLETIC</th>
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<td>PATRIOTIC</td>
<td>RELIGIOUS INSTITUTION</td>
<td>PHILANTHROPIC INSTITUTION</td>
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<td>POLITICAL</td>
<td>OF A NATIONAL ORGANIZATION OR SOCIETY</td>
<td>POLITICAL CANDIDATE</td>
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<td>MUNICIPALITY</td>
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</table>

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

Ducks Unlimited

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

1203 Mt. Drive Glenwood Sp
CO 81601

3. ADDRESS OF SPECIAL EVENT

110 Snowmass Dr.
Carbondale CO 81623

NAME

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

Garret Jammaron

DATE OF BIRTH

5. EVENT MANAGER

Kyle Sanderson

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

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

[ ] NO [X] YES HOW MANY DAYS?

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

[ ] NO [X] YES TO WHOM?

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

[ ] NO [X] YES HOW MANY DAYS?

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

Date 3/31/13
Hours From 5 P m To 10 P m

DATE

OATH OF APPLICANT

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

SIGNATURE

TITLE

DATE 1/4/18

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
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 3rd 2018 we will host our annual banquet at the Orchard in Carbondale.

This is the 7th 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 the last several years and everybody seems to keep themselves in check. There is however upwards of 25 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 Jammaron

Co-Chairman
FACILITY RENTAL AGREEMENT

Event: Ducks Unlimited Annual Fundraiser
Number of People: 350
Event Date: Saturday, March 3, 2018
Event Start Time: 5 PM
Event End Time: 10 PM
Set-up Time: Friday, March 2 after 1:30 PM
Rooms: Gathering Center, Auditorium, Front Foyer, Kitchen
Event Fee: $4000
Staff: 1 Event Overseer

Client Name: Ashley Jammaron for Ducks Unlimited
Address: 1300 Colorado Ct. Glenwood Springs, CO 81601
Phone: 970-618-2856
Email: ashleyjammaron@gmail.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 $4,000.00. This payment secures the Gathering Center, Auditorium, Front Foyer, Kitchen on Saturday, March 3, 2018 from 5 – 10 PM. Additionally, Renter shall provide at the same time a refundable security deposit in the amount of $2500.00 or credit card with an open balance of the required deposit amount. The security deposit is refundable net any unforeseen incidental costs incurred by the Orchard during the rental period.

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

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

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

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

E. The Orchard décor will change regularly and may be different than what you saw at the time of signing this contract. Artwork is not to be removed. Nothing is to be placed on the walls, ceilings or windows without prior written consent. Absolutely NO GLITTER OR CONFETTI of any kind. Absolutely no nails, staples or holes are allowed. Only blue 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.
2. Event Exceeding Specified Time

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

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

3. Cancellation Fees

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

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

4. Method of Payment

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

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

Client Initials
5. Advertising

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

Client Initials

6. Alcohol

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

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

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

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

_______ Client Initials

7. Additional Terms & Conditions

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

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

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

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

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

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

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

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

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

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

________ Client Initials

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

Renter: Ducks Unlimited
The Orchard

By: /s/Charley Hill
Title: Lead Pastor - The Orchard
Date: 1/17/18

Authorized Signature of Renter

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

__________________________ ____________________________
Name as it appears on Credit Card Visa or MasterCard #

__________________________ ____________________________
Billing Address Expiration Date CVC

__________________________ ____________________________
City, State, Zip Authorized Signature

__________________________
Today's Date
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

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 01/12/2018 that have been posted, and by documents delivered to this office electronically through 01/16/2018 @ 13:03:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/16/2018 @ 13:03:43 in accordance with applicable law. This certificate is assigned Confirmation Number 10658733.

Secretary of State of the State of Colorado

End of Certificate
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Carbondale Arts to be held on March 9-10 at the Carbondale Recreation Center.

Date: January 22, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol on March 9-10 at the Carbondale Recreation Center from 6:00pm to 11:00pm.

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
- CHARITED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- MUNICIPALITY
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- RELIGIOUS INSTITUTION

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
- MALT, VINIOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)
004254830000

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
CARBONDALE ARTS

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
PO BOX 175
CARBONDALE, CO 81623

3. ADDRESS OF SPECIAL EVENT
5107 Colorado Ave.
Carbondale, CO 81623

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<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
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<tr>
<td>Regina Jones</td>
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<tr>
<td>Amy Kimberly</td>
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4. PRESIDENCY OR POLITICAL CANDIDATE

5. EVENT MANAGER

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 NO YES HOW MANY DAYS?

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

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<td>3/9/2018</td>
<td>1:00</td>
<td>11:00</td>
<td>3/10/2018</td>
<td>6:00</td>
<td>10:00</td>
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OATH OF APPLICANT

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

SIGNATURE: [Signature]
TITLE: EVENT MANAGER
DATE: 1/11/18

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.
To: Carbondale Town Trustees

Liquor License for Green Is the New Black

This is the 10th year for our big education fundraiser, Green Is the New Black. It will be "business as usual" with no significant changes to our plan. We work with professional and volunteer security and station them at each entrance/exit within the gym area, as well as the lobby. Our professional security roams throughout the evening. This arrangement has worked well over the years.

Our bar will serve beer, wine from the Rec Center Kitchen area and vodka drinks from a bar set up in the gym. Cocktail Servers will serve before the show. They will also serve champagne to our VIP seats only.

Our Bar Manager is TiPS trained and has also overseen the Mountain Fair Cantina for the last 4 years.

Everyone is id'd and wristband to identify over 21.

Thanks for your consideration of this application.

Sincerely,

Amy Kimberly
Exhibit E: CRCC Load-in & Load-out Specifications and Rules

West Entrance: Doors must remain closed during the function and no load-out allowed from this exit due to noise concerns from neighbors.

North Entrance-No Vehicles on lawn and doors must remain closed during function.

No Vehicles allowed on Promenade Walkway.

Load-in can take place from North, South or West Entrance to facility. Load-out can only take place from North & South entrances or North gym door. No load-out is allowed late at night out of the West gym entrance due to the proximity of residential neighborhoods. All gym doors must remain closed when amplified music or live music is
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

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 01/10/2018 that have been posted, and by documents delivered to this office electronically through 01/15/2018 @ 11:03:51.

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 01/15/2018 @ 11:03:51 in accordance with applicable law. This certificate is assigned Confirmation Number 10656280.

Secretary of State of the State of Colorado
January 16, 2018

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 9 and 10, 2018.

Sincerely,

Jessi Rochel
Recreation Center Manager
Town of Carbondale
TOWN OF CARBONDALE
RECREATION & COMMUNITY CENTER
RENTAL AGREEMENT

(FOR 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 _______________ (RENTER) for the following function: _______________ 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 #: 970-641-1104 Cell #: same
Fax #: 970-963-1406 e-mail: amy@dcarbondalearts.com

The parties do hereby agree to the following:

1. PREMISE:
The site of the ______________________ (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:

<table>
<thead>
<tr>
<th>(DATE &amp; DAY)</th>
<th>(TIME)</th>
<th>(DATE &amp; DAY)</th>
<th>(TIME)</th>
<th>(DATE &amp; DAY)</th>
<th>(TIME)</th>
<th>(DATE &amp; DAY)</th>
<th>(TIME)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/14</td>
<td>set up</td>
<td>3/14</td>
<td>set up</td>
<td>3/14</td>
<td>show</td>
<td>3/10</td>
<td>show</td>
</tr>
<tr>
<td>(am/pm)</td>
<td></td>
<td>(am/pm)</td>
<td></td>
<td>(am/pm)</td>
<td></td>
<td>(am/pm)</td>
<td></td>
</tr>
<tr>
<td>9 am/9 pm</td>
<td></td>
<td>10 am/10 pm</td>
<td></td>
<td>11 am/11 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Above total use of CRCC is __50__ hours.

1.1 (RENTER) anticipates that the total number of attendees (including __75__ staff & volunteers, and __550__ guests & performers) at the EVENT will be approximately __1025__ people.

2. EVENT MANAGEMENT PLAN:
(RENTER) shall provide EVENT MANAGEMENT PLAN to Town of Carbondale Recreation Center Manager by __1/20__. 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 – #2.5 below)
I) LOADING & UNLOADING PLAN (describe policy & procedure for getting equipment in)
J) CONCESSIONAIRE LOCATIONS (describe locations & required Town sales tax submittal)
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 [signature], 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 [date] from within CRCC, and no later than [date] from off the CRCC Premises.
RECREATION CENTER MANAGER REVIEW AND COMMENTS:
I will be attending slow Friday night and will be here for clean up Saturday night.

RECOMMENDATION: APPROVAL DENIAL

Conditions Suggested: ________________________________

______________________________

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:
Use carpet tiles + tables so that curling shoes do not come into contact with plastic floor.

RECOMMENDATION: APPROVAL DENIAL

Conditions Suggested: ________________________________

______________________________

POLICE CHIEF REVIEW AND COMMENTS: if needed

______________________________

RECOMMENDATION: APPROVAL DENIAL

Conditions Suggested: ________________________________

______________________________

TOWN MANAGER REVIEW AND COMMENTS: if needed

______________________________

RECOMMENDATION: APPROVAL DENIAL

Conditions Suggested: ________________________________

______________________________
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:**
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.
CRCC Special Event Public Rental Agreement 250 or more participants

7. TOWN OF CARBONDALE SPECIAL EVENT MAL LQuiROR PERMIT
REQUIREMENTS: (For Non-profits only)
(RENTER) shall submit to Carbondale Town Clerk, Cathy Derby, the following required listed items by ________________:

(a) Town of Carbondale Special Event Liquor License Application (provided by Town Clerk or available on the Town of Carbondale Website, www.carbondalegov.org under the forms banner) accompanied by a $50.00 per day fee (check payable to: Town of Carbondale)

(b) Copy of Colorado Secretary of State Certificate stating (RENTER) is a non-profit corporation in good standing within the last two years (if applicable).

(c) Letter stating: Set-up plans for serving alcohol (AND) Policy plans for serving alcohol (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 (8½” 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 CARBONDALP 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 CARBONDALP Town Clerk by ________________ and a copy to the Recreation Center Manager by ________________.

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
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, 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 Premises no later than 3/12/18.

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, Discover) 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 1/1/18.

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 infractions.

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.
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>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>8 am</td>
<td></td>
</tr>
<tr>
<td>Time Clean-up Ended</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Guests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check List:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables &amp; Chairs</td>
<td>Acceptable</td>
<td></td>
</tr>
<tr>
<td>Clean/Undamaged</td>
<td>Unacceptable</td>
<td></td>
</tr>
<tr>
<td>Trash Bagged and removed from facility (Town Dumpster not available for Event Trash)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spills Mopped/Floor Clean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorations Removed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Equipment intact (Furnishings, Lamps Etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathrooms show no obvious wear or filth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Renter Equipment Removed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby clean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Clean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnasium Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity/flex room clean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rented: (TV, Podium, microphone, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patio and Balcony furniture clean/undamaged</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside area clean/undamaged</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Returned, if issued</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>Other / Report of Incident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Called? Incident</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report filled out?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total amount charged:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Coordinator/Attendant

Date 04/16/18
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:
  Gym: 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.  
  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.

(Reent’s signature)   (Reent’s printed name)
**Exhibit E: CRCC Load-in & Load-out Specifications and Rules**

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

West Entrance: Doors must remain closed during the function and no load-out allowed from this exit due to noise concerns from neighbors.
**Exhibit F**

CRCC Electrical Configuration: Provide this information to the DJ, Band, Audio Visual Company or other sub-contracted entity that will need this information. FYI - We do not have 220 volt service, only 110 volt, so older lighting and sound equipment will not work.
CRCC Special Event Public Rental Agreement 250 or more participants

TOWN OF CARBONDALE:

[Signature] 1/17/18
Town Manager
Date

(Event Name) G1TNB

[Signature] 1/17/18
Event Organizer Signature
Date
Authorized To Sign Agreement

Amy Kimberly
Event organizer name printed

EVENT REQUIREMENTS APPROVED:

[Signature] 1/16/18
Egg Brendlinger
Parks & Recreation Director

(date)

LIQUOR LICENSING APPROVAL:

Pending Approval Cathy Day 1/16/18

Cathy Day
Town Clerk

Gene Schilling
Police Chief

[Signature] 1-23-18
Date
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 ( # 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 ( # 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 Date 1/5/18
<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>$95 / $132</td>
<td>$473 / $662</td>
<td>$300 / $600</td>
<td></td>
<td>3 x $473 = $1419</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$37 / $51</td>
<td>$184 / $257</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$32 / $44</td>
<td>$158 / $221</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby &amp; Patio</td>
<td>$24 / $34</td>
<td>$121 / $168</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (closed)</td>
<td>$208 / $288</td>
<td>$1029 / $1439</td>
<td>$1000 / $2000</td>
<td></td>
<td>2 x $1439 = $2878</td>
</tr>
</tbody>
</table>

**After Hours & Gym Buff**

$24/hr/staff x 23 hours (13 after hours + 6 hrs gym buff + 4 hrs covering skylights)

Security

$24/hr/officer x # of guards x hrs =

---

<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 / $168</td>
<td>$604 / $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 / $257</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby &amp; Patio</td>
<td>$24 / $34</td>
<td>$121 / $168</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (closed)</td>
<td>$253 / $355</td>
<td>$1265 / $1775</td>
<td>$1000 / $2000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**After Hours & Gym Buff**

$24/hr/staff x hrs + 3 hr gym buff =

Security

$24/hr/officer x # of guards x hrs =

---

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

### Equipment & Amenities

- **Chairs (250 included w/reental)**: $2 each additional
- **Equipment rental fee**: Waived by volunteers
- **Curtain (5 sections) 20' tall x 10' wide**: $35 per section
  - (Staff Time = 2 staff x 2hrs x $24/hr) $396/setup & $396/takedown
  - Subtotal Equipment Rental $175.00
- **Stage (4 ft by 8 ft sections: 12 sections)**: $20 per section
  - (Staff Time = 2 staff x 2hrs x $24/hr) $360/setup & $360/takedown
  - Subtotal Equipment Rental $360.00
- **Bounce House**: $75/hr
  - Subtotal Room Rental $4,297.00

### Reservation Deposit

- 50% of facility charge:
  - Balance Due

### Refundable Damage Deposit Amount

- CK # 100 30 0
  - Cash $2,000.00
  - Received
  - Returned

### Expiration Date

- Name on Card

| CVC |
Green Is the New Black Fashion Extravaganza Event Management

Event Organizers and Staff
Amy Kimberly - 618.1104
Evan Cree - Event Venue - 618.1280
Alta Otto - Tickets - 379.5403

Set-Up Plan
Tuesday, March 6th at 8 a.m., Alchemy Sound begins set-up with lights. Carbondale Arts has access to gym at that same time. Rec Center curtains are hung that morning. Runway arrives at 2:00 pm. Sound Loads in Tuesday morn as well. Carbondale Arts will hold tech rehearsals on Tuesday, Wed. and Thursday evenings. Thursday evening will have an audience but no liquor served. Access to kitchen and small room will be needed on Friday and Saturday. Bar and Lobby set-up happens on Friday morning.

c. Site Map - Included
d. Event Schedule
Tuesday, March 6 - Set Construction and Load In/Model Rehearsal at 5
Wed. March 7 - Finish set and rehearsals/Backstage set-up/Tech Rehearsal at 6
Thursday, March 8 - Finishing touches/chair set-up/Preview performance
Friday, March 9 - Bar Set-up by noon/Lobby set-up by one pm/
Doors open: 7 pm/Show starts @8 pm/ Show over by 10 pm
Saturday, March 10 - Cleaning at 7 am/
Doors open: 7 pm/Show@ 8 pm/clean-up and break-down @10 pm
e. Included

f. Crowd Management
Carbondale Arts procures experienced Bar Managers and security to insure our events go smoothly. Luckily we have a large pool of talent from many years of Mountain Fair. Amy Kimberly will also be on hand. We
have one paid security and would work with him if there was an unruly person to remove. If that person was not responding to us then we would call the police to handle it. We do have ID checkers for drinking and have had many very successful events with very few problems. This is out 10th year of shows in the Rec Center. We added Thursday night last year, but we don’t serve liquor or food so it is a very easy in/out.

g/h. Parking
Parking has never been an issue. At this point we have no plans for anything other than Security to give it checks before and after show.

l. Loading and Unloading
Load In will take place from the side and back of the Rec Center on Tuesday morn. Load Out will take place in front of building at end of show so as not to disturb neighbors.

j. Concessions
Map shows concessions. Designer wares will be set up in lobby. Bar will be set-up in kitchen and to the left of the kitchen in gym. Carbondale Arts pays monthly sales tax on sales and those will be reflected for the month of March.

k. Signage
Carbondale Arts provides needed signage including “over 21” “no exits” and No smoking, “no alcohol beyond this point” etc.

l/m. Trash and Sanitation
Carbondale Arts works with MRI and provides one porta pottie for night of the performances for audience and one in the back for performers. Carbondale Arts contracts with Evergreen Events for recycling and trash removal. We use volunteers to help with this removal.
Carbondale Recreation & Community Center
567 Colorado Ave
Carbondale, CO 81623
(970) 510-1292

1 Block Reservation
Green is the New Black Fashion
Carbondale Arts Carbondale Arts
Carbondale Arts Carbondale Arts

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Check #: 16229

Total: 5,024.00
Paid CHECK: -5,024.00
Change: 0.00

01/16/2018 01:47:36 PM
167119
ADMIN
14227

THANK YOU!
To: Mayor Dan Richardson and  
Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Church at Redstone to be held on April 7 at the  
Third Street Center.

Date: January 30, 2018

I have found no records that would cause me to recommend denial of this liquor license  
special event application to serve alcohol on April 7 at the Third Street Center from 5:00pm to  
10:00pm.

Mitchell Alcala / 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  ☑ ATHLETIC  ☐ CHARITABLE  ☐ CHARITABLE BEVERAGE  ☐ CHARITABLE CAUSE
☐ FRATERNAL  ☐ CHARTERED BRANCH, LODGE OR CHAPTER  ☐ PHILANTHROPIC INSTITUTION
☐ PATRIOTIC  ☐ OF A NATIONAL ORGANIZATION OR SOCIETY  ☐ POLITICAL CANDIDATE
☐ POLITICAL  ☐ RELIGIOUS  ☐ MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
☐ MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
☐ FEMETED MALT BEVERAGE (3.2 BEER) $10 PER DAY

1. NAME OF APPLICANT, ORGANIZATION OR POLITICAL CANDIDATE

☐ CHURCH AT REDSTONE
☐ MITCHELL ALCALA

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

0213 REDSTONE BLVD
REDSTONE COLORADO 81652

3. ADDRESS OF SPECIAL EVENT

520 SOUTH THIRD STREET
CARBONDALE CO 81623

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

98-09039

4. NAME OF PERSON OR POLITICAL CANDIDATE

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

5. EVENT MANAGER

☑ MITCHELL ALCALA

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

☐ NO  ☑ YES HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER

STATE LIQUOR OR BEER CODE?

☐ NO  ☑ YES TO WHOM?

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

☐ NO  ☑ YES HOW MANY DAYS?

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

Date  1-7-18  Date  1-7-18  Date  1-7-18
Hours From  5:00 PM  Hours From  5:00 PM  Hours From  5:00 PM
To  10:00 PM  To  10:00 PM  To  10:00 PM

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  1-28-18

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
January 26, 2018

Approval to apply for liquor license from Town of Carbondale for event at Third Street Center

The Church at Redstone has rented our Gym for an event on April 7, 2018 from 5:00pm to 10:00pm. They have our permission to apply to the Town of Carbondale for special event liquor license for that event. All liquor consumption must stay within the Gym Room and should not be in any other part of the building. We will coordinate security for the event and building.

Sincerely,

[Signature]

Colin Laird
Director
Third Street Center

A community place promoting inspiration, sustainability and creative exchange

520 South Third Street, Carbondale, CO 81623
T 970.963.3221 F 970.963.0178
www.thirdstreetcenter.net
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE CHURCH AT REDSTONE

is a Nonprofit Corporation formed or registered on 09/08/1983 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 19871537087.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/26/2018 that have been posted, and by documents delivered to this office electronically through 01/29/2018 @ 16:00:35.

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 01/29/2018 @ 16:00:35 in accordance with applicable law. This certificate is assigned Confirmation Number 10687336.

Deputy 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 by 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."
To: Whom it may concern

From: Mitchell Alcala’

Date: 1-25-2018

RE: Application for special event liquor license

On April 7, 2018 between the evening hours of 6:00pm and 10:00pm we are planning a fundraising event at the Third Street Center in Carbondale. The mission is to raise money and awareness for the Farrell family of Marble. Their 6-year-old son Colton is struggling with brain cancer, and we cannot imagine how their life has been turned upside down. We have musicians volunteering the music entertainment as well as a dinner buffet donated by Slow Groovin BBQ of Marble. We intend to offer beer and wine to the adults 21 years and older in attendance. A silent auction is being also organized. The Carbondale Fire Department has volunteered to handle Security / Emergency Response. Volunteers have stepped forward to help with every aspect of the event from set-up and clean-up. The students of the Marble Charter school where Colton attends will be providing decorations as well.

We lift this family up with hope and prayers as they manage their struggle. It is an amazing feeling to witness a small community like the Crystal River Valley and the Town of Carbondale pool together over a family when it is truly needed.

Please consider in earnest our request as well as waiving the application fee requirement. Feel free to contact me anytime with any questions or concerns you may have.

Thank you very much for your time.

Respectfully submitted,

Mitchell Alcala’
327 Mackaby lane
Redstone, Colorado 81623
970-340-8658 h
248-343-3629 c
mdalcala@gmail.com
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: 9
Attachment: N
Permit No: LU17-000039
Meeting Date: 2-13-18

TITLE: Zone Text Amendment – Commercial/Retail/Wholesale Zone District Roaring Fork Village PUD

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Redlined Zone Text – CRW
Ordinance No. 3 of 2018
Land Use Application
Ordinance No. 10, Series of 1993
Roaring Fork Village (RFV) PUD Zone Regulations
Minutes of 1-11-18 P&Z meeting

BACKGROUND
This is an application for an amendment to the Commercial/Retail/Wholesale (CRW) Zone District of the Roaring Fork Village PUD. The purpose of the amendment is to allow residential units above the ground floor within the CRW zone district of the Roaring Fork Village Planned Unit Development. The applicant is Big Sky Holdings LLC. The Planning and Zoning Commission reviewed the application at the January 1, 2018 meeting and recommended approval of the application, the minutes of that meeting are attached.

DISCUSSION
The PUD was annexed in 1978 and development has progressed through today. The PUD consists of several zone districts that include the Residential Multiple Family (RMF), the Commercial Retail Wholesale (CRW) and the Commercial Industrial District (CI) zone districts.

The proposed amendment would only affect the CRW zone district. In 1993 the CI district was amended by Ordinance No. 10 of 1993 (attached) to allow one residential unit per building with the approval of a conditional use permit by the Town. The amendment also placed restrictions on the size of the units. The restrictions included a
maximum size of 1,300 square feet to be located on the second or third story of a structure.

If the residential unit was to be located in a one-story building, then the unit is to not be the focal point of the structure and an accessory to the commercial/industrial use of the structure. The request mirrors these requirements and are attached in more detail.

Staff would recommend that the proposed revision to the PUD include that any accessory dwelling unit be reviewed under the Site Plan Review Process in Section 2.5.3. of the UDC. The text should not include the $50 fee for the Conditional Use Permit but still indicate that the applicant must receive a conditional use permit and pay the current fee for a Site Plan Review application.

In addition, Staff and the P&Z recommended a new condition that any new development/redevelopment plan of any lot shall be subject to the process and criteria in Section 2.5.3. of the UDC. This would require that any new development or redevelopment would need to comply with the development and design standards in the UDC.

In addition, the appeal process in the proposed PUD should be removed. Instead, the standard appeal process set out in Section 2.7.2 UDC should apply.
The Commercial/Retail/Wholesale Zone District is located to the east of Highway 133 and north of Village Road.

Uses
A zone district map is attached to this Staff report. The CRW zone district allows office and professional uses, person and small-scale services and retail, indoor entertainment/recreation, miscellaneous uses such as a dance studio, theater, pool room, bowling alley, as well as restaurants and art galleries. The residential use would be added as a conditional use if approved.

The purpose of the application is to revise the CRW zone district to allow one residential unit per building or per ownership of a lot. The dwelling unit must be on the second or third floor of any building. If a building has a garden level or is a one story building, the unit may be located on the first floor as long as it is not a focal point of the structure. Mixed-use buildings would be allowed and a second or third story may be commercial or residential or a mix of both. Specifically, the revised PUD would allow flat/apartment style units and live/work units as defined in the UDC.

Zoning Parameters
The maximum unit size and location and allowed residential density would be reviewed and approved by the Town through the conditional use permit process that is a Staff level review.

There are no proposed changes to any of the district zoning parameters such as setbacks and building heights.

Parking
As with the 1993 amendment, the applicant is proposing two parking spaces per residential unit. This standard not only mimics the PUD standard but would be similar to the UDC standards and may even exceed the standard based on unit size.

Covenants
There are no condominium buildings within the proposed rezoning area so no covenants would need to be amended to prevent a conflict with the PUD standards and covenants.

Comprehensive Plan
The Future Land Use Plan shows this area in both the “Auto Urban” and “Developed Neighborhoods” designation. The “Auto Urban” designation allows for a flexible mix of retail, restaurants, service commercial, offices and multiple story mixed-use buildings which may include residential upstairs. Uses should be transitioned appropriately to adjoining uses. The “Developed Neighborhoods” designation provides for neighborhood stability and infill projects. This designation only applies to the Heritage Park portion of the CRW zone district.

The proposed amendment seems to be in compliance with the uses section of the Comprehensive Plan. Staff had suggested that the applicant consider rezoning this
area to the new Mixed-Use zone district in the UDC. However, the applicant and other property owners declined to apply for a rezoning to the Mixed-Use at this time.

Rezoning Criteria
The Town may approve a PUD zone text amendment if the proposal meets all of the following criteria:

1. The amendment will promote the public health, safety, and general welfare;
2. The amendment is consistent with the Comprehensive Plan and the purposes stated in this Unified Development Code;
3. The amendment is consistent with the stated purpose of the proposed zoning district(s);
4. The amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;
5. The amendment is not likely to result in material adverse impacts to other property adjacent to or in the vicinity of the subject property; and
6. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development.

FISCAL ANALYSIS
The loss of commercial development within the CRW zone district may result in a loss of sales tax revenue to the Town. However, the proposal may also provide an option for employers to be able to provide housing to their employees.

RECOMMENDATION
Overall, Staff supports allowing flexibility in the CRW zone district. There is demand for residential units and employee housing. Staff has redlined the proposed CRW zone district text to reflect the conditions outlined in this Staff report. The redlines are attached.

If the Planning Commission is supportive of the PUD amendment, Staff would recommend that the Board of Trustees approve the following motion: Move to approve a zone text amendment in the CRW zone district of the Roaring Fork Village PUD with the following conditions and findings:

Conditions:

1. All representations of the Applicant and Applicant’s representatives at the Public Hearing shall be considered conditions of approval.
2. Fees in lieu of water rights may be due at the time of building permit for an accessory dwelling unit.

3. The Applicant shall be responsible for all recording costs and shall pay all fees associated with this application to the Town, including any professional fees, as set forth in Section 1-8-10 of the Municipal Code.

Findings:

1. The amendment will promote the public health, safety, and general welfare as residential uses are compatible in the CRW PUD zone district and will provide additional residential housing units near commercial areas;

2. The amendment is consistent with the Comprehensive Plan and the purposes stated in this Unified Development Code; specifically, the amendment allows for a flexible mix of commercial and multiple story mixed-use buildings (Comprehensive Plan-Auto Urban) and the amendment conserves the value of buildings and property and encourages the most appropriate use of land in this zone district (UDC);

3. The amendment is consistent with the stated purpose of the proposed zoning district as increased residential uses would be consistent with the existing standard in the CI zone district in the PUD;

4. The amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated by ensuring adequate parking and water rights are available if residential units are constructed rather than commercial units;

5. The amendment is not likely to result in material adverse impacts to other property adjacent to or in the vicinity of the subject property, and in fact, may have less impact than commercial uses; and

6. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) are available to serve the subject property while maintaining adequate levels of service to existing development.

Prepared by: John Leybourne, Planner
EXHIBIT A

to Ordinance No. 3, Series of 2018
Town of Carbondale

AMENDMENTS TO ZONE REGULATIONS FOR ROARING FORK VILLAGE P.U.D.

SECTION V.B is amended as follows:

B. Conditional Uses

Any application for a residential unit shall be processed pursuant to Sections 2.5.1 (Conditional Use permit) and 2.5.3 (Site Plan Review) of Chapter 17.02 of the Carbondale Municipal Code. Any appeal of a decision shall be processed under Municipal Code Section 2.7.2: (Appeals). A conditional use permit shall be applied for concurrently with a building permit and the cost shall be $50.

Planning staff shall approve the conditional use permit if all of the criteria outlined in this Paragraph B and all other requirements of the Commercial/Retail & Wholesale district are met. The applicant may appeal the decision of the Planner to the Carbondale Planning and Zoning Commission within seven (7) days of the Staff decision. The appeal must be in writing. The Planning and Zoning Commission will then consider the appeal at the next available meeting. At such a review, the Carbondale Planning and Zoning Commission may reaffirm the decision of the Planning Staff, amend the Planning Staff’s decision, or deny the appeal of the Applicant. The Planning and Zoning Commission may place conditions on the approval of such an appeal for purposes of safety, health or welfare.

The conditional use approval criteria shall be as set forth in Section 2.5.1 of Chapter 17.02 of the Municipal Code, as amended from time to time, together with the following additional review criteria:

1. Density – one residential dwelling unit per building or per ownership of lot.
2. A residential dwelling unit may only be built as part of a structure, the primary use of which is Commercial/Retail/Wholesale purposes.
3. Site limitations – The maximum size for a residential unit shall be 1300 square feet. It shall be located on the second level of a two (2) story building, or if the building...
has a garden level or is a one story building, the residential unit may be located on the first level or garden level so long as it is not the focal point of the building, is an accessory to the Commercial/Retail/Wholesale use, and is not readily visible from the main street servicing the building. No residential unit may be physically separate from the building in which the Commercial/Retail/Wholesale uses exist.

4. Site Plan submittal—the site plan review procedure as contained in Section V, Paragraph H, shall be followed.

5.4. Maximum height—the height established in Section V, Paragraph E (35 feet).


7.5. Parking—two (2) parking spaces per residential units.

8-8. All other requirements, such as setbacks and open space requirements, shall be the same as per other structures in the Commercial/Retail/Wholesale Zone district.

9-7. Additional water rights dedications, or fees in lieu of water rights dedications, may be required for each residential unit according to the Town's water rights dedication requirements in effect at the time of the application.

Section V.H is amended to delete all existing language and replace it with the following: add the following language:

H. Site Plan Review

Any new development/redevelopment plan for any lot shall be subject to the process and approval criteria in Section 2.5.3 of Chapter 17.02 of the Carbondale Municipal Code (Site Plan Review), as amended from time to time.
ORDINANCE NO. 3
SERIES OF 2018

AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING AN AMENDMENT TO THE
COMMERCIAL/RETAIL/WHOLESALE (CRW) ZONE
DISTRICT OF THE ROARING FORK VILLAGE P.U.D.

WHEREAS, pursuant to Section 2.4.3.C.4.3 of Chapter 17.02 of the Carbondale
Municipal Code, Big Sky Holdings, LLC ("Applicant") has submitted an application to
amend the zone district text for the Commercial/Retail/Wholesale (CRW) Zone District
within the Roaring Fork Village P.U.D. in order to allow one accessory residential unit
on each lot above the ground floor, as more specifically set forth on the proposed
amended zone district text attached hereto as Exhibit A; and

WHEREAS, whereas, after required public notices, the Planning and Zoning
Commission held a public hearing on this application on January 11, 2018, after which
hearing the Planning and Zoning Commission recommended to the Board of Trustees that
this application be approved, with conditions; and

WHEREAS, after all required public notices, including posting, mailing to
adjacent property owners, and newspaper publication, the Board of Trustees held a public
hearing on this matter on February 13, 2018 and heard from staff, the applicant, and any
other interested parties; and

WHEREAS, pursuant to Section 2.4.2.C.3.b of Chapter 17.02 of the Municipal
Code, the Board of Trustees finds and determines that, upon the conditions set forth
below:

1. The proposed amendments will promote the public health, safety, and general
welfare as residential uses are compatible in the CRW PUD zone district and
will provide additional residential housing units near commercial areas;

2. The proposed amendments are consistent with the Comprehensive Plan and
the purposes stated in the Unified Development Code; specifically, the
proposed amendments will allow for a flexible mix of commercial and
multiple story mixed-use buildings (Comprehensive Plan-New Urban),
conserve the value of buildings and property, and encourage the most
appropriate use of land within the CRW PUD zone district;

3. The amendments are consistent with the stated purposes of the CRW PUD
zone district and increased residential uses would be compatible with the
nearby existing single family zone districts;
4. The amendments are not likely to result in significant adverse impacts upon
the natural environment, including air, water, noise, storm water management,
wildlife, and vegetation, or such impacts will be substantially mitigated by
ensuring adequate parking and water rights are available if residential units
are constructed rather than commercial units;

5. The amendments are not likely to result in material adverse impacts to other
properties adjacent to or in the vicinity of the subject properties; and

6. Facilities and services (including roads and transportation, water, gas,
electricity, police and fire protection, and sewage and waste disposal, as
applicable) are available to serve the subject properties while maintaining
adequate levels of service to existing development.

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

A. Approval of Amendments to the CRW zone district within the Roaring Fork
   Village P.U.D.

   The attached revised zone district text for the CRW zone district within the
   Roaring Fork Village P.U.D. is hereby adopted upon the date that this Ordinance
   becomes effective.

B. Additional Conditions of Approval.

   (1) Except as expressly amended herein, all prior conditions of approval in
   ordinances and associated approval documents for the Roaring Fork
   Village P.U.D., Lots 1, A1, A2, A3, B and 17, including all prior zoning,
   subdivision, condominium, development and subdivision improvements
   agreements, shall remain in full force and effect.

   (2) Prior to the conversion of any existing commercial units to residential use,
   or the construction of any new residential units, the Town may require
   additional water rights dedications, or fees in lieu of water rights
   dedications, in light of the anticipated increased water demands of
   residential units as compared to commercial units, as a condition of any
   subdivision, condominium, or building permit approval or authorization.

   (3) The Applicant shall pay and reimburse the Town for all professional and
   staff fees incurred in reviewing this application pursuant to Section of the
   Municipal Code pursuant to Article 8 of Chapter 1 of the Municipal Code.

   (4) Unless otherwise provided herein, all representations of the Applicant in
   written submittals to the Town or in public hearings concerning this
   application shall also be binding as conditions of approval.
Ordinance No. 3, Series of 2018
Amendments to CRW zone district within the Roaring Fork Village P.U.D.
Page 3 of 3

C. Recording.

This Ordinance shall be recorded in the Garfield County real property records at
the Applicant’s expense. The terms and conditions hereof shall run with title to Lots
____________________, Roaring Fork Village P.U.D., Town of Carbondale.

INTRODUCED, READ AND PASSED this ___ day of November, 2018.

THE TOWN OF CARBONDALE

By: _____________________________

Dan Richardson, Mayor

ATTEST:

______________________________

Cathy Derby, Town Clerk

Attachment (Exhibit A—revised zone district text for CRW zone district)
EXHIBIT A

to Ordinance No. 3, Series of 2018
Town of Carbondale

AMENDMENTS TO ZONE REGULATIONS FOR ROARING FORK VILLAGE P.U.D.

SECTION V.B is amended as follows:

B. Conditional Uses

One residential dwelling unit per building or per ownership of lot, whichever results in the lowest number of residential units, is allowed by conditional use.

Any application for a residential unit shall be processed pursuant to Sections 2.5.1 (Conditional Use permit) and 2.5.3 (Site Plan Review) of Chapter 17.02 of the Carbondale Municipal Code. Any appeal of a decision shall be processed under Municipal Code Section 2.7.2 (Appeals). A conditional use permit shall be applied for concurrently with a building permit and the cost shall be $50.

Planning staff shall approve the conditional use permit if all of the criteria outlined in this Paragraph B and all other requirements of the Commercial/Retail & Wholesale district are met. The applicant may appeal the decision of the Planner to the Carbondale Planning and Zoning Commission within seven (7) days of the Staff decision. The appeal must be in writing. The Planning and Zoning Commission will then consider the appeal at the next available meeting. At such a review, the Carbondale Planning and Zoning Commission may reaffirm the decision of the Planning Staff, amend the Planning Staff's decision, or deny the appeal of the Applicant. The Planning and Zoning Commission may place conditions on the approval of such an appeal for purposes of safety, health, or welfare.

The conditional use approval criteria shall be as set forth in Section 2.5.1 of Chapter 17.02 of the Municipal Code, as amended from time to time, together with the following additional review criteria:

1. Density – one residential dwelling unit per building or per ownership of lot.
2. A residential dwelling unit may only be built as part of a structure, the primary use of which is Commercial/Retail/Wholesale purposes.
3. Site limitations – The maximum size for a residential unit shall be 1300 square feet. It shall be located on the second level of a two (2) story building, or if the building
has a garden level or is a one story building, the residential unit may be located on
the first level or garden level so long as it is not the focal point of the building, is an
accessory to the Commercial/Retail/Wholesale use, and is not readily visible from the
main street servicing the building. No residential unit may be physically separate from
the building in which the Commercial/Retail/Wholesale uses exist.

4. Site Plan submittal—the site plan review procedure as contained in Section V,
   Paragraph H., shall be followed.

5.4. Maximum height – the height established in Section V, Paragraph E (35 feet).


7.5. Parking – two (2) parking spaces per residential units.

8.6. All other requirements, such as setbacks and open space requirements, shall be
   the
   Same as per other structures in the Commercial/Retail/Wholesale Zone district.

9.7. Additional water rights dedications, or fees in lieu of water rights dedications,
   may be required for each residential unit according to the Town’s water rights
   dedication requirements in effect at the time of the application.

Section V. H is amended to delete all existing language and replace it with the following: add the
following language:

   H. Site Plan Review

   Any new development/redevelopment plan for any lot shall be subject to the process
   and approval criteria in Section 2.5.3 of Chapter 17.02 of the Carbondale Municipal
   Code (Site Plan Review), as amended from time to time.
Land Use Application

PART 1 – APPLICANT INFORMATION

Applicant Name: Rea Skok Water, Inc. Phone: 970-319-7624
Applicant Address: 1199 Village Road, Carbondale CO 81623
E-mail: QUATTROCO@COMCAST.NET
Owner Name: Matt & Taylor Verchel Phone: 970-319-7624
Address: 279 River Lookout
E-mail: QUATTROCO@COMCAST.NET

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:
1199 Village Road, Carbondale CO 81623

PART 2 – PROJECT DESCRIPTION

General project description:

Among Zoning Districts from UG2 to Avoid Doubling Used on Non-Boomed Level Floors.

Size of Parcel: .91 Acre # of Dwelling Units: 1 Sq Ft Comm.: 52000

Type of Application(s): AMENDS

Existing Zoning: C2Z Proposed Zoning: TO AVOID REQUEST DISTANCE

PART 3 – SIGNATURES

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

Applicant Signature Date

Signature of all owners of the property must appear before the application is accepted.

Owner Signature Date Owner Signature Date

STATE OF COLORADO
COUNTY OF GARFIELD

The above and foregoing document was acknowledged before me this 12th day of October 2017, by Matt & Taylor Verchel

Witness my hand and official My commission expires 07/02/2019

CINDY J. PEREZ GUTIERREZ Notary Public State of Colorado Notary ID 26074025-432 My Commission Expires Jul 2, 2019

Notary Public
Property Address: 304 Highway 133, Carbondale CO 81623
Acct #: R341212
Parcel #: 239328400032
Owner Name: Porter G LLC

I approve of "Big Sky Holdings, LLC" to amend the Commercial/Retail zoning to allow residential uses to be approved by the town of Carbondale.

Printed Owner name: [Signature]
Signature Owner: [Signature]
Date: 7/31/17
Property Address: 290 Highway 133, Carbondale CO 81623
Acct #: R590037
Parcel #: 239328414023
Owner Name: Gebs, LLC

I approve of "Big Sky Holdings, LLC" to amend the Commercial/Retail zoning to allow residential uses to be approved by the town of Carbondale.

Printed Owner name(s): Gebs, LLC
Signature Owner(s):
Date: 7/31/17
Property Address: 326 Highway 133, Carbondale CO 81623

Acct #: R590169

Parcel #: 239328400037

Owner Name: Alpine Center/Van D LLC

I approve of "Big Sky Holdings, LLC" to amend the Commercial/Retail zoning to allow residential uses to be approved by the town of Carbondale.

Printed Owner name: Alpine Center, LLC

Signature Owner: [Signature]

Date: 8-35-17
Property Address: 350 Highway 133, Carbondale CO 81623
Acct #: R590303
Parcel #: 239333116006
Owner Name: Alpine Bank

I approve of "Big Sky Holdings, LLC" to amend the Commercial/Retail zoning to allow residential uses to be approved by the town of Carbondale.

Printed Owner name(s): Ian Banks
Signature Owner(s): [Signature]
Date: 7/31/2017
Dear Sir or Madam,

My wife and I own the building at 1199 Village Road which houses our dental practice, Verheul Family Dentistry, PC and Edward Jones currently. We (as Big Sky Holdings, LLC) are applying to change the PUD that our buildings are in so that we may put a residential unit on the second floor. As you know we are in need of more housing for our families and employees.

We are currently in a C/RW PUD District. We want to amend the PUD to allow residential uses on second or third floors that would be approved by the city. We are not looking to turn the area into a residential zone, rather allow a unit to be placed in the building.

This still has go through the Planning and Zoning, but we need your support via a signature so that we may continue the process.

If you have any questions about this, please feel free to email me at drmatt@verheulfamilydentistry.com or call my cell phone at 970-319-7504.

If you could please return this letter signed with your approval with the enclosed SASE within the next two weeks, it would be greatly appreciated.

Sincerely,

Matt Verheul
Proposed language for application of Big Sky Holdings, LLC at address 1199 Village Road, Carbondale, CO 81623 for amending the Roaring Fork Village PUD Section V, Paragraph B shall be amended by the addition of the following:

B. Conditional Uses

One residential dwelling unit per building or per ownership of lot. A conditional use permit shall be applied for concurrently with a building permit and the cost shall be $50. Planning staff shall approve the conditional use permit if all of the criteria outlined in this Paragraph B and all other requirements of the Commercial/Retail & Wholesale district are met. The applicant may appeal the decision of the Planner to the Carbondale Planning and Zoning Commission within seven (7) days of the Staff decision. The appeal must be in writing. The Planning and Zoning Commission will then consider the appeal at the next available meeting. At such a review, the Carbondale Planning and Zoning Commission may reaffirm the decision of the Planning Staff, amend the Planning Staff's decision, or deny the appeal of the Applicant. The Planning and Zoning Commission may place conditions on the approval of such an appeal for purposes of safety, health or welfare.

The criteria of approval is as follows:

1. Density – one residential dwelling unit per building or per ownership of lot.
2. A residential dwelling unit may only be built as part of a structure, the primary use of which is commercial/Retail/Wholesale purposes.
3. Site limitations – The maximum size for a residential unit shall be 1300 square feet. It shall be located on the second level of a two (2) story building, or if the building has a garden level or is a one story building, the residential unit may be located on the first level or garden level so long as it is not the focal point of the building, is an accessory to the commercial/retail/wholesale use, and is not readily visible from the main street servicing the building. No residential unit may be physically separate from the building in which the commercial/retail/wholesale uses exist.
4. Site Plan submittal – the site plan review procedure as contained in Section V, Paragraph H, shall be followed.
5. Maximum height – the height established in Section V, Paragraph E (35 feet).
6. Site requirements of residential unit – as per Uniform Building Code
7. Parking – two (2) parking spaces per residential unit
8. All other requirements, such as setbacks and open space requirements, shall be the same as per other structures in the Commercial/Retail/Wholesale Zone district.
AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
CARBONDALE, COLORADO, AMENDING ORDINANCE NO. 15, SERIES
OF 1978, REGARDING THE ZONING FOR ROARING FORK VILLAGE
PLANNED UNIT DEVELOPMENT

WHEREAS, pursuant to the provisions of Section 18.88.020 of
the Carbondale Municipal Code, the owners of at least fifty percent
(50%) of the area of real property in the Commercial/Industrial
Zone District of Roaring Fork Village PUD, Carbondale, Colorado,
have requested an amendment of the uses in said zone district to
allow residential dwelling units as a conditional use; and

WHEREAS, Carbondale Planning & Zoning Commission reviewed the
proposed amendment at a meeting held on April 6, 1993, and heard
input from the applicants, Town staff, and the general public, and
recommended approval of the PUD amendment with certain conditions;
and

WHEREAS, after proper notice the Board of Trustees held a
public hearing on April 13, 1993, and heard input from the public,
Town staff, and the applicants regarding said request to amend the
PUD; and

WHEREAS, the Board of Trustees has determined that the
proposed amendment should be approved with certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF CARBONDALE, COLORADO, that the zoning regulations for
Roaring Fork Village Commercial/Industrial Zone District shall be
amended by the inclusion of a new Paragraph I as part of Section V
of the Zone District regulations as set forth more fully in Exhibit
A attached hereto and incorporated herein by this reference.

INTRODUCED, READ, AND PASSED THIS 7th day of April,
1993.

THE TOWN OF CARBONDALE

By: James H. Luttrell, Mayor

ATTEST:

Suzanne Cerise, Town Clerk
EXHIBIT A

Section V, C/1 Commercial/Industrial District, Roaring Fork Village PUD, shall be amended by the addition of the following:

I. Conditional Uses

One residential dwelling unit per building or per ownership of lot(s), whichever results in the lowest number of residential units, is allowed by conditional use. A conditional use permit shall be applied for concurrently with a building permit and the cost shall be $50.00. Planning Staff shall approve the conditional use permit if all of the criteria outlined in this Paragraph I and all other requirements of the Commercial/Industrial Zone District are met. The Applicant may appeal the decision of the Planner to the Carbondale Planning and Zoning Commission within seven (7) days of the Staff decision. The appeal must be in writing. The Planning and Zoning Commission will then consider the appeal at the next available meeting. At such a review, the Carbondale Planning and Zoning Commission may reaffirm the decision of Planning Staff, amend the Planning Staff’s decision, or deny the appeal of the Applicant. The Planning and Zoning Commission may place conditions on the approval of such appeal for purposes of safety, health and welfare.

The criteria of approval is as follows:

1. Density - one residential dwelling unit per building or per ownership of lot(s), whichever results in the lowest number of residential units.

2. A residential dwelling unit may only be built as part of a structure, the primary use of which is commercial/industrial purposes.

3. Site limitations - The maximum size for a residential unit shall be thirteen hundred (1,300) square feet. It shall be located on the second level of a two (2) story building, or if the building has a garden level or is a one story building, the residential unit may be located on the first level or garden level so long as it is not the focal point of the building, is an accessory to the commercial/industrial use, and is not readily visible from the main street servicing the building. No residential unit may be physically separate from the building in which the commercial/industrial uses exist.
4. Site plan submittal - the site plan review procedure as contained in Section V, Paragraph H, shall be followed.

5. Maximum height - the height established in Section V, Paragraph E (35 feet).


7. Parking - two (2) parking spaces per residential unit.

8. All other requirements, such as setbacks and open space requirements, shall be the same as per other structures in the Commercial/Industrial Zone District.
Section I.

A. To carry out the purposes and provisions of the Zoning Ordinance of the Town of Carbondale, Colorado and, particularly, Chapter 18.52 of that title, as amended, the Planned Unit Development is further divided into the following Zone District classifications:

R/M.H. - Residential/Mobile Home District
R/M.H.P. - Residential/Mobile Home Park District
R/M.F. - Residential/Multiple Family District
C/R.W. - Commercial/Retail & Wholesale District
C/I - Commercial/Industrial District

B. The boundaries of these Districts shall be located as shown on the P.U.D. Plan.

Section II. R/M.H. - Residential/Mobile Home District

A. Permitted Uses.

Mobile Home and Mobile Home Park and customary accessory structures including garage, storage building, fences, hedges, garden and similar landscape features.

Park and Playground

B. Conditional Uses.

None

C. Minimum Lot Area.

4,500 square feet

D. Area Ratios.

1. Building lot coverage inclusive of mobile home unit, garage and storage structures to total ground area; one to 2.5, maximum

2. Mobile home unit lot coverage to total ground area: one to 2.9, maximum

E. Minimum Yards.

1. Front yard set-back: 15 feet
2. Rear yard set-back: 10 feet
3. Rear yard set-back
   along east and north
   boundary of the R/M.H.
   District: 15 feet

4. Side yard set-back: 5 feet

5. Fences:

   6' fence  
   4' fence  
   Front Yard 20'  
   Rear Yard 7.5'

   Side Yard
   Collector Stre
   &  
   R.O.W.

F. Maximum Building Height.

20 feet

G. Off-Street Parking.

Two off-street parking spaces on the same lot for each
dwelling unit.

H. Area Requirements of Structures.

Mobile homes shall be not less than 600 square feet.
Mobile homes located within a mobile home park licensed
by the Town of Carbondale shall be exempt from this
requirement.

J. Conditions of Mixed Use.

Individually owned lots may coexist with a mobile home
park in the R/M.H. District under the following conditions:

1. Lots offered for individual ownership shall be in an
   area containing a minimum of six contiguous lots.
   Two copies of the recorded final plat designating
   the lots to be offered for sale, shall be filed
   with the Town of Carbondale. Subsequent phases of
   lot sales shall be in multiples of no less than 6,
   and shall be located adjacent to a previously
   designated lot sales area. Lot sales areas separated
   by a public right-of-way shall be considered to be
   adjacent. In no case shall mobile home park rental
   spaces exist between designated lot sales areas.

2. Mobile home park rental units located in designated
   lot sales areas shall be vacated within eighteen (18)
   months of the closing date of the first property
   transfer within that lot sales area.
Section III. - R/M.H.P. - Residential Mobile Home Park District.

A. Permitted Uses.
   Mobile Home and Mobile Home Park
   Gardening
   Park and Playground

B. Conditional Uses.
   None

C. Minimum Lot Area.
   None

D. Minimum Yards.
   Set-back from the R/M.H.P. District boundary; 15 feet, except along the Park boundary where a 10 foot set-back shall be observed.

E. Maximum Building Height.
   20 feet

F. Off-Street Parking.
   Two off-street parking spaces for each dwelling unit.

Section IV. R/M.F. - Residential/Multiple Family District

1. Permitted Uses.
   Single Family (conventional construction or modular units)
   Two Family or Class I, II or III Multiple Family Dwelling, as defined by Section 10.08.110 of the Zoning Ordinance of the Town of Carbondale, Colorado.
   Gardening
   Park and Playground
   Day nursery, church, nursing or convalescent home

B. Conditional Uses.
   None

C. Area Ratios.
   The ratio of total R/M.F. District area, (inclusive of open space easements), to the building lot coverage area and for other use of ground shall be limited as follows:

-6-
1. Building lot coverage to total ground area: one to four, maximum.

2. Parking, drives and other paving (exclusive of sidewalks and patios) to total ground area: one to four, maximum.

3. Remaining open space (inclusive of sidewalks and patios) to total lot area: one to two, minimum.

D. Minimum Lot Area.

None

E. Minimum Yards.

1. Set-back from R/M.F. Zone District boundary and from public right-of-way: 20 feet.

2. Provided, however, the R/M.F. District maybe subdivided for purposes of accommodating contemporary building types whereby single-family dwelling units share common walls, combined service facilities and similar architectural innovations whether or not providing for separate ownership of land and buildings.

F. Maximum Building Height.

35 feet

G. Off-Street Parking.

Two off-street parking spaces for each dwelling unit.

H. Area Requirement For Structures.

Area requirements for structures shall be as provided by the Uniform Building Code.

Section V. C/R.W. - Commercial/Retail & Wholesale District

A. Permitted Uses.

1. Wholesale and Retail: sale of food, beverages, dry goods, furniture, appliances, automotive and vehicular equipment and parts, hardware, clothing and crafts including the production of artisan products.

2. Personal Services: barbershop, beauty salon, laundromat, dry cleaning plant serving individuals, shoe repair, photo studio, tailor shop, bank with drive-in teller and real estate office.
3. Recreational services: restaurant (with or without a bar), pool room, bowling alley, theater, private club, and/or commercial recreation use.

4. Medical or dental clinic, office for the conduct of a business or profession, art gallery or studio, museum, library, auditorium and public building.

5. Motel, hotel and lodge.

6. Special Requirements: the uses listed above are permitted, provided the following requirements are observed:

   a. All service, fabrication and repair operations are conducted within the building.

   b. All outdoor storage of materials is enclosed, and obscured by a fence.

   c. No offensive or objectionable odor, fumes, dust, glare, noise or mechanical vibration is projected beyond the site.


B. Conditional Uses.

   None

C. Minimum Yards.

   1. Set-back from State Highway 133: 30 feet

   2. Set-back from other public right-of-ways: 20 feet

   3. Minimum set-back from the P.U.D. Zone District boundary where boundary is not contiguous with a public R.O.W.: 20 feet

D. Unpaved Area.

   A minimum of five percent (5%) of the gross area of the C/R.W. District shall remain uncovered by structures, roadways, sidewalks or any other hardsurfaced paving material.

E. Maximum Building Height.

   35 feet.

F. Off-Street Parking.

   One parking space for each 200 square feet of commercial space, exclusive of utility and storage area, provided, however, this requirement maybe increased to a maximum of
one parking space for each 150 square feet of commercial space, exclusive of utility storage area, at the time of subdivision of the C/R.W. District based upon the needs of the proposed user.

G. Access.

In addition to the main collector street bisecting the P.U.D., there shall be two points of access from Colorado State Highway 133, both occurring in the C/R.W. District.

H. Site Plan Review.

Three sets of plans drafted in a scale suitable for definitive review shall be submitted as part of the building permit application for any building or phase of the C/R.W. District in addition to the normally required information. The plans shall clearly indicate:

a. The site location, dimensions and topography, including present drainage.

b. The immediately adjoining properties and their associated uses.

c. The proposed location of buildings, parking areas, sidewalks, fences and other structures to be built on the site.

d. Calculations indicating the total commercial floor area, the number of parking spaces, and total unpaved area.

e. A final plan of the topography as proposed, which shall show drainage, location of utilities, streets, provisions for solid waste container and pick-up and snow removal.

f. A landscape plan showing the location and name of all ground cover, shrubs and trees.

Section VI. C/I - Commercial/Industrial District

A. Permitted Uses.

1. Any permitted use of the C/R.W. District, subject to the provisions listed thereunder.

2. Service and repair of automotive and vehicular equipment, mobile home sales yard, automobile service station, paint and body shop, vehicular rental, service and repair of appliances and building components, blacksmith shop, cabinet shop, plumbing shop, sheet metal shop, welding shop, drive-in retail or service establishment other than those listed in the C/R.W. District.
3. **General Service establishments.** Contractor yards, cold storage plant, dry cleaning or laundry, lumber yard, motor freight depot, petroleum products storage and warehouse.


5. **Special requirements:** All permitted uses shall be subject to the following:

   a. All services, fabrication, construction, and repair operations shall be conducted completely within a building or enclosed yard.

   b. All outdoor storage shall be enclosed and hidden from off-the-premises view by a fence at least six feet in height constructed of opaque material.

   c. All loading and unloading of material shall take place on private property, and loading berths shall be provided so that motor vehicles and vehicles during loading and unloading operations may be located wholly on private property.

   d. No odor, fumes, dust, glare, or vibration shall project beyond or emanate from the lot on which the principal use is located, except as may be allowed by applicable state or county law, regulation, or resolution, or otherwise in this Code.

6. **Uses not itemized:** See Section VIII 3.

**B. Special Use.**

Any manufacturing, fabrication or other permitted use which requires state or federal pollution permits of any kind. A special use may be denied for any reason related to the public health, safety, and general welfare. In order to obtain a special use permit as described herein, the applicant shall:

1. Submit all plans and documents required to receive state or federal permits to the Town Manager at least ten days prior to a regularly scheduled meeting of the Planning and Zoning Commission;

2. The Planning and Zoning Commission shall review the application and make its recommendations to approve or deny the application, and may recommend the imposition of such conditions as may be necessary to protect the public health, safety, and general welfare;
3. Thereafter, the Board of Trustees shall conduct a public hearing with notice as required by Chapter 1.20 of the Carbondale Municipal Code. At the hearing, the Board of Trustees may approve or deny the application, and may impose such conditions as may be necessary to protect the public health, safety, and general welfare.

C. Minimum Yards.

1. Building set-back from State Highway 133: 30 feet.

2. Set-back from other streets and from the C/I Zone Districts southeasterly boundary: 20 feet.

3. Set-back from the C/I Zone District boundary where it is contiguous with the railroad right-of-way: 7.5 feet.

D. Unpaved Area.

A minimum of five percent (5%) of the gross area of the C/I District shall remain uncovered by structures, roadways, sidewalks or any other hardsurfaced paving material.

E. Maximum Building Height.

35 feet.

F. Off-Street Parking.

1. Nonretail. One off-street parking space for each 3 employees as determined by the maximum projected employment level provided, however, if the actual employment level exceeds the projected employment level, the Town may require additional off-street parking.

2. Retail. One off-street parking space for each 200 square feet of commercial space, exclusive of storage and utility areas, provided, however, this requirement may be decreased or increased to a maximum of one parking space for each 150 square feet of commercial space, exclusive of utility and storage areas, at the time of subdivision of the C/I Zone District based upon the parking needs of the proposed user.

3. Joint utilization of the same parking spaces by two or more owners or users may be allowed when the hours of use do not overlap and satisfactory evidence is presented to establish joint use.
H. Site Plan Review.

Three sets of plans drafted in a scale suitable for definitive review shall be submitted as part of the building permit application for any building or phase of the C/I District in addition to the normally required information. The plans shall clearly indicate:

a. The site location, dimensions and topography, including present drainage.

b. The immediately adjoining properties and their associated uses.

c. The proposed location of buildings, parking area, sidewalks, fences and other structures to be built on the site.

d. Calculations indicating the total commercial floor area, the number of parking spaces and the total unpaved area.

e. A final plan of the topography as proposed, which shall show drainage, location of utilities, streets, provisions for solid waste containers and pick-up and snow removal.

f. A landscape plan showing the location and name of all ground cover, shrubs and trees.

Section VII Street Graphics

Each individual establishment within the Roaring Fork Village P.U.D. will be subject to Chapter 18.48 of the Zoning Ordinance of the Town of Carbondale, Colorado, except for Sections 18.48.070, 18.48.090 and 18.48.140 which shall not be applicable to the C/R.W. Zone District. The C/R.W. Zone District will be further subject to the following:

1. There shall be allowed two graphics per business or establishment except that not more than one graphic may appear on any one side of the establishment. All overhanging or ground-supported graphics having two identical faces so as to permit identification from two directions shall be considered as one graphic for the purposes of this section. *Individual graphics within the C/R.W. District are subject to the following limitations:

<table>
<thead>
<tr>
<th>Graphic</th>
<th>Maximum Graphic Size</th>
<th>Maximum Letter Size</th>
<th>Logo Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>50 sq. ft.</td>
<td>12&quot;</td>
<td>50% larger Letter Size</td>
</tr>
<tr>
<td>Second</td>
<td>20 sq. ft.</td>
<td>6&quot;</td>
<td>50% larger Letter Size</td>
</tr>
</tbody>
</table>
2. In exception to the above, two major establishments in the C/R.W. District will be each allowed one graphic with a maximum letter size of 30". The graphics shall be limited to the name of the business. The structure on which such a graphic is placed must contain a minimum of 10,000 square feet and must be located a minimum of three hundred and fifty feet from the centerline of Colorado State Highway 133. The business displaying the 30" letter size graphic shall not be allowed to additionally display a First and/or Second Graphic as described above. All graphics shall be limited to two items of information; first, the name of the corporation, business or individual, and second, along with or without a brief, general description of the service or product sold or provided. No other writing or graphics shall be permitted.

3. In addition to the individual graphics authorized herein, the following graphics may be installed in the C/R.W. District.

<table>
<thead>
<tr>
<th>Graphic Description</th>
<th>Maximum Graphic Size</th>
<th>Maximum Letter Size</th>
<th>Logo Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>*One Graphic identifying the shopping complex</td>
<td>160 sq. ft.</td>
<td>18&quot;</td>
<td>50% larger letter size</td>
</tr>
<tr>
<td>*One Graphic identifying the shopping complex</td>
<td>50 sq. ft.</td>
<td>12&quot;</td>
<td>50% larger letter size</td>
</tr>
<tr>
<td>**Two shopping complex directory graphics listing establishments with a location map</td>
<td>35 sq. ft.</td>
<td>4&quot;</td>
<td>no logo</td>
</tr>
</tbody>
</table>

The names of two businesses within the shopping complex may appear on the graphic.

**The directory graphics shall be so located so as not to interfere with the safe and continuous movement of traffic.

4. All existing street graphics associated with the Roaring Fork Bank and the Roaring Fork Real Estate office shall be allowed to remain and be maintained in good condition.

Section VIII - General

1. A modular unit means any new building transported in a state of partial fabrication to a site for final erection on a permanent foundation, provided that it shall satisfy all requirements of the Uniform Building Code.
2. A mobile home unit means any new building transported in a state of complete or partial fabrication to a site provided it carries the Colorado Department of Housing "Mh" designation.

3. All set-backs shall be measured from the lot or boundary lines.

4. Upon application or on its own initiative, the Town Council may, by ordinance, add to the uses listed for the C/R.W. and C/I Districts any other similar uses which conform to the conditions set forth in the following special findings:

a. Such uses are appropriate to the physiographic and general environmental character of the District to which it is added.

b. Such uses do not create any more hazard to or alteration of the natural environment than the minimum amount normally resulting from the other uses permitted in the District to which it is added.

c. Such uses do not create any more offensive noise, vibration, dust, heat, smoke, odor, fumes, glare, or other objectionable influences or more traffic hazards than the minimum amount normally resulting from the other uses permitted in the District to which it is added.

When any use has been added to the list of permitted uses in any District in accordance with this Section, such use shall be deemed to be listed in the appropriate section of those District regulations.

Section IX

Except as hereinabove provided, and except for the following Sections of the Zoning Ordinance of the Town of Carbondale, Colorado, as dated May 18, 1978, all other provisions of the Zoning Ordinance of the Town of Carbondale, Colorado, as dated May 18, 1978, shall be applicable to the Roaring Fork Village P.U.D. Zone Districts. The Sections of the said Zoning Ordinance which shall have no applicability are as follows:

Section 18.16.010
Section 18.20.010 through 18.20.050
Section 18.24.010 through 18.24.050
Section 18.28.010 through 18.28.060
Section 18.32.010 through 18.32.060
Section 18.34.010 through 18.34.030
Section 18.36.040
Section 18.44.010
Section 18.44.020
Section 18.60.010
Roaring Fork Village
Subdivision Design and Improvement Standards

Section I. Lot and block design.

Each lot shall be designed to provide an adequate, accessible building site for a structure devoted to the intended use of the land. All lots shall have a minimum fifteen foot frontage on a public right-of-way or access to a public right-of-way via easement. Blocks whose lengths exceed one thousand feet shall be provided with pedestrian crosswalk easements to facilitate circulation.

Section II. Easements.

Easements for utility purposes shall be shown on the final plat. Designated side lot easements shall measure a minimum of five feet in width on each lot and designated rear lot easements shall measure a minimum of seven and one-half feet in width on each lot. Easements for drainage purposes shall be designed to accommodate expected runoff. Designated pedestrian easements shall measure a minimum of ten feet.

Section III. Street Improvements.

All streets and alleys proposed for dedication to the public shall be laid out, graded, a base course of gravel installed and an asphalt wearing course installed the full width of the travelway, all to the specifications of the town council, through its designated representative. Curb and gutter shall be installed in all streets except the main collector street bisecting the Roaring Fork Village where the subdivider may choose the option of no gutter and a curb which is flush with the asphalt wearing course. Curb, gutter and open channel drainage will be installed to the specifications of the town council through its designated representative. All street improvements described herein shall be the financial responsibility of the subdivider, subject to the provisions under Chapter 17.20 and 17.24 of the Subdivision Ordinance of the Town of Carbondale, Colorado.
Section IV.

Except as hereinabove provided, and except for the following Sections of the Subdivision Ordinance of the Town of Carbondale, Colorado, as dated May 18, 1978, all other provisions of the Subdivision Ordinance of the Town of Carbondale, Colorado, as dated May 18, 1978, shall be applicable to the Roaring Fork Village P.U.D. The Sections of the said Subdivision Ordinance which shall have no applicability are as follows:

Section 17.16.040
Section 17.16.070
Section 17.16.080
Roaring Fork Village
Mobile Home Park Regulations

Section I. Density

The maximum gross density for a mobile home park shall not be more than nine mobile home spaces per acre.

Section II. Setback requirements

A. All mobile homes shall be parked in such spaces so that there is a minimum of fifteen feet between mobile homes. No mobile home shall be less than fifteen feet from the exterior boundary of the mobile home park except where said boundary adjoins the railroad right of way or the neighborhood park. Mobile homes parked end-to-end may have an end-to-end clearance less than fifteen feet but it shall be no less than ten feet. Enclosed additions shall be considered a part of the mobile home in measuring required yard distance. All mobile home spaces shall be large enough to allow compliance with the above.

B. Except as provided in Sections 16.08.030 and 16.08.040 of the Mobile Home Parks code of the Town of Carbondale, Colorado, a mobile home shall not be parked less than fifteen feet from any public street right-of-way or so that any part of such mobile home will obstruct any roadway or walkway in a mobile home park.

C. No person shall occupy any mobile home in a mobile home park unless the mobile home is situated on a mobile home space.

Section III. Access roads

A. The site shall have access to a public street by a roadway at least thirty feet in width. Access roads shall be provided to the parking area for each mobile home space. Each access road shall provide for continuous forward movement.

B. All street designs shall be reviewed by the planning commission for conformity to acceptable safety standards.

C. Access to mobile home spaces in the R/M.H. District may be provided by streets located in dedicated public right-of-ways. Direct access to individual mobile home spaces will not be allowed from the main collector road bisecting the Roaring Fork Village.
Roaring Fork Village Mobile Home Park Regulations
Page two

Section IV. Sidewalks and walkways - width, paving and lighting requirements

Walkways not less than three feet wide shall be provided along at least one side of all streets within the park and shall connect to the service building. All access roads and walkways within the park shall be hard surfaced (minimum chip seal surface) and lighted at night with a minimum illumination of at least six-tenths foot candles. Twenty-five watt lamps spaced at intervals of not more than one hundred feet shall be deemed to meet these requirements.

Section V. Snow removal requirements

A. Every mobile home park shall be equipped with snow removal equipment, including by way of example, motor vehicles in good working order, as may be necessary to provide prompt and efficient snow removal from access ways, roadways, streets and walkways within the mobile home park. The mobile home park owner shall remove or cause the removal of all snow as soon as practical after a snowfall and he shall provide for safe and sanitary disposition of such snow.

B. A mobile home park located in the R/M.H. District whose mobile home spaces are provided access by a dedicated public right-of-way shall be exempted from the provisions for snow removal from access ways, roadways and streets as described in A. above.

Section VI.

Except as hereinabove provided, and except for the following Sections of the Mobile Home Park Code (Title 16) of the Town of Carbondale, Colorado, all other provisions of the Mobile Home Park Code (Title 16) of the Town of Carbondale, Colorado shall be applicable to the Roaring Fork Village P.U.D. The Sections of the said Mobile Home Code which shall have no applicability are as follows:

16.16.020
16.16.040
16.16.050
16.16.060
16.16.080
16.16.100
Park Development Phasing

In lieu of providing additional acres of open space, the P.U.D. owners will develop the park in accordance with the park site plan included as a part of the Roaring Fork Village P.U.D. Plan. Construction of the park will occur in phases which are reflective of the development of the residential districts in the P.U.D.

Phase I
The following elements will be completed within eighteen months of the issuance of thirty residential water taps in the P.U.D.:

1. Rough and finish grading including the spreading of topsoil where necessary.
2. Underground irrigation system.
3. Fertilization and seeding of lawn areas.

Provided, however, that if thirty water taps have been issued by March 1, 1979, then all grading, sprinkling system installation and seeding will be accomplished no later than June 1, 1979.

Phase II
The following elements will be completed within eighteen months of the issuance of sixty residential water taps in the P.U.D.:

1. Installation of trees and shrubs (Plantings which may interfere with later construction will be delayed to later phases).
2. Childrens play equipment.

Phase III
The following elements will be completed within eighteen months of the issuance of one hundred residential water taps in the P.U.D.:

1. Installation of fencing, Bar-B-Que grills, picnic tables and horseshoe pits.
2. Walkways and multi-use court
3. Benches

Phase IV
The following elements will be completed within eighteen months of the issuance of one hundred thirty residential water taps in the P.U.D.:

1. Toilet facility
2. Picnic shelter
# Acreage and Dwelling Unit Summary

<table>
<thead>
<tr>
<th>District Type</th>
<th>Acres</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>Residential/Mobile Home District</td>
<td>13.4</td>
<td>75*</td>
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<tr>
<td>District density 5.6 units/acre</td>
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</tr>
<tr>
<td>Residential/Mobile Home Park District</td>
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<tr>
<td>District density 9.0 units/acre</td>
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<tr>
<td>District density 16.6 units/acre</td>
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<td></td>
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<tr>
<td>Commercial/Industrial District</td>
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<tr>
<td>Open Space</td>
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<td>3.5</td>
</tr>
<tr>
<td>Open Space</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Public R.O.W. (as shown on P.U.D. Plan)</td>
<td>3.9</td>
<td></td>
</tr>
</tbody>
</table>

**Total Acreage** 48.9

**Total Dwelling Units** 164

Composite residential districts density 7.6 units/acre

Gross project density 3.4 units/acre

* A mobile home park in this district and licensed by the Town of Carbondale may exceed this maximum unit limit.
COVENANTS

Covenants will be submitted at the time of subdivision of the various zone districts. In the case of a mobile home park, the rules and regulations governing the park will be submitted with the construction permit application to the Town.

PHASING

The First Phase of the Roaring Fork Village will develop the main collector street and the first phase of the mobile home park. The initiation of this phase is expected within one year of the approval of the P.U.D.

Construction during the Second Phase will expand the mobile home housing and potentially develop portions of the C/R.W. and R/M.F. Districts. Facility construction in the park will occur in stages beginning during the Village's Second Phase. Later phases will complete the mobile home housing and both commercial areas, and the multiple family area.

SCHOOLS/PARKS DEDICATION

In accordance with Section 17.24.020 of the Subdivision Regulations of the Town of Carbondale, as amended, the Roaring Fork Village P.U.D. owners will cooperate with the Town Board to appropriately compensate the community for the reasonably necessary public facilities (schools/parks) required by the future residents of the P.U.D.

AREA PROPERTY OWNERS AND LEGAL BOUNDARY DESCRIPTION

A list of owners of properties located within three hundred feet of the boundaries of the P.U.D. along with their addresses and a legal description of the area to be included in the P.U.D. have been submitted under separate cover to the Town of Carbondale.

SUBSURFACE SOILS INVESTIGATION

A subsurface soils investigation prepared by Lincoln-DeVore Testing Laboratory has been submitted to the Town under separate cover.
PUBLIC HEARING – PUD Amendment  
Applicant: Big Sky Holdings – Drs. Verheul  
Location: 1199 Village Road

BACKGROUND

John said that this is an application for an amendment to the Commercial/Retail/Wholesale (CRW) Zone District of the Roaring Fork Village PUD. He stated that the purpose of the amendment is to allow residential units above the ground floor within that zone district.

John outlined the following:

The PUD was annexed in 1978 and development has progressed through today. The PUD consists of several zone districts that include the Residential Multiple Family (RMF), the Commercial Retail Wholesale (CRW) and the Commercial Industrial District (CI).

The proposed amendment would only affect the CRW zone district. The CI district was amended in 1993 in a similar manner.

The proposed amendment is to allow one residential unit per building or per ownership of a lot. The dwelling unit must be on the second or third floor of any building.

Staff would recommend that the proposed revision to the PUD include that any accessory dwelling unit be reviewed under the Site Plan Review Process in Section 2.5.3. of the UDC. The text should not include the $50 fee for the Conditional Use Permit but still indicate that the applicant must receive a conditional use permit and pay the current fee for a Site Plan Review application.

In addition, Staff would recommend that any new development/redevelopment plan of any lot shall be subject to the process and criteria in Section 2.5.3. of the UDC. This would require that any new development or redevelopment would need to comply with the development and design standards in the UDC.

In addition, the appeal process in the proposed PUD should be removed. Instead, the standard appeal process set out in the UDC should apply.

Uses

The CRW zone district allows office and professional uses, person and small-scale services and retail, indoor entertainment/recreation, miscellaneous uses such as a dance studio, theater, pool room, bowling alley, as well as restaurants and art galleries. The residential use would be added as a conditional use if approved.

The revised PUD would allow flat/apartment style units and live/work units as defined in the UDC.
Parking

As with the 1993 amendment, the applicant is proposing two parking spaces per residential unit.

Comprehensive Plan

The Future Land Use Plan shows this area in both the "Auto Urban" and "Developed Neighborhoods" designation.

The "Auto Urban" designation allows for a flexible mix of retail, restaurants, service commercial, offices and multiple story mixed-use buildings which may include residential upstairs.

The "Developed Neighborhoods" designation provides for neighborhood stability and infill projects. This designation only applies to the Heritage Park portion of the CRW zone district.

The proposed amendment seems to be in compliance with the uses section of the Comprehensive Plan. Staff had suggested that the applicant consider rezoning this area to the new Mixed-Use zone district in the UDC. However, the applicant and other property owners declined to apply for a rezoning to the Mixed-Use at this time.

Rezoning Criteria

The Town may approve a PUD zone text amendment if the proposal meets all of the rezoning criteria 1 – 6 in the report.

FISCAL ANALYSIS

The loss of commercial development within the CRW zone district may result in a loss of sales tax revenue to the Town. However, the proposal may also provide an option for employers to be able to provide housing to their employees.

Yuani disclosed that his employer was noticed, Alpine Bank, but that he has no conflict.

Jeff disclosed that he is a patient of the applicant but that he has no conflict.

Gavin noted that he too is a patient.

Jeff also asked for clarification, he asked if the amendment was for the CRW zone district in the PUD only and that it did not include the underlying zone district.

John answered that it was for the CRW PUD zone district only.

Ken asked for clarification regarding residential on the first floor and whether the wording was from the UDC.

John explained that it was from the CI PUD wording and for a structure with only a single story within the CRW zone district.
Jeff asked what was the current state of this PUD and if it included the residential area to the north of this site.

John said that it included the trail and ditch but that the actual residential neighborhood was straight zoning which is the Gianinetti Subdivision. He also stated that he had spoken to two other owners in the PUD and that they wanted to stay within the PUD and not rezone it.

Michael asked if this application was consistent with the PUD policy that Mark Hamilton had recommended for the UDC amendments.

Janet answered that an additional condition was adherence to new regulations that have been implemented since the original PUD approval. She said that the process for site plan review as outlined in the UDC was included with the requirement of adherenceto the site plan review criteria and development standards which would apply if a lot is redeveloped.

Jeff asked if there were any lots in the CRW that would be candidates for redevelopment.

John answered that CRW is all built out to date.

Jeff commented that he wondered if the Mixed-Use zoning could be an advantage for property values but he said that Staff has crafted a good strategy. He wondered if this PUD was ever touched again, with our PUD policy in mind, could it go to straight zoning.

Michael added that this PUD is much larger than this CRW area or the CI area to the south, he said that it is almost the entire northeast corner of Carbondale.

The applicant, Matt Verheul, introduced himself. He said that his wife and he are dentists and that they own the building. He stated that when he built the building he put commercial on the second level and that at some point in the future he wanted to put a residential unit up there. Matt explained that he was not a developer and that the intent of this residential unit is for his parents to move in to it. He said that it is approximately 1100 square feet with two bedrooms and two bathrooms. He said that his building is all very new with up-to-date to the green code and all very safe with sprinklers. He said that there is adequate parking and he has a garage in back which one space will be used by his parents. Matt said there isn’t a lot of noise or traffic that would cause an impact to the neighbors, which is the Alpine Center, the bank, and Heritage Park. He closed by saying that he is trying to get a condo for his parents.

**Public Comment**
There was no public comment.

**Motion to close the Public Hearing**
A motion was made by Ken to close the Public Hearing. Jeff seconded the motion and it was approved unanimously.

Yuani asked if someone could build a multi-story building with residential on the second floor but not on the third.

John answered yes if it is a multi-story building.

Janet added, because they are only allowed one residential unit per lot.

Gavin stated that the wording also allows them to put it on the first level.

Michael said only if it is a single level building.

Michael suggested changing the language to say that it would be on the highest floor on a multi-story building.

Yuani commented that he didn’t see any incentive for someone to build a second story unit when there is a third story.

Gavin added, because we are not used to it.

Further discussion ensued.

Janet explained that the language was taken out of the CI zone district and that it could be changed.

Ken, Gavin, and Jeff opted to leave the language as it is.

Jeff asked for clarification of the fee for a site plan review in the UDC and should it also be added to the PUD language.

Janet explained that all of the fees were taken out of the UDC and that they are in Appendix A of the Municipal Code so that fees could be changed without going through public hearings. She said that the wording could be changed to fee for site plan review as set out in the Municipal Code.

Jeff thought that it was a good idea for someone else in the PUD that might want to take advantage of this change and that it would be better if it were spelled out that the site plan review fee would still apply.

Ken asked if it would be 1a or 1d.

Jeff thought that it could be added to 1a.

Michael asked if the amendment is for an ADU or a residential unit.

Janet said that it would be for a residential unit not an ADU.
Michael said that the conditional use permit in the PUD shall be revised to reflect that any application for a residential unit those fees will be governed by the Municipal Code and the PUD specific $50 fee will be deleted.

Janet stated that it wasn't just a residential unit, she said that it would also encompass a lot for redevelopment so that should also be added.

The Commission agreed to the language as follows; The Conditional Use Permit language shall be revised in 1a) Any application for a new or redevelopment plan of any lot shall pay the fee set out in the Municipal Code for site plan review and be processed as per Section 5.2.3 of the UDC and change condition #3) Change ADU to residential unit.

**Motion**

Yuani made a motion to approve the zone text amendment for the CRW district of the Roaring Fork Village PUD with amended conditions 1a and 3. Ken seconded the motion and it was approved unanimously.

No: none
Yes: Yuani, Ken, Nick, Michael, Gavin, Jeff
Planning Commission Agenda Memorandum

Item No: 10
Attachment: O
Permit No: LU17-000040
Meeting Date: 2-13-18

TITLE: Suplizio Mueller Rezoning

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Ordinance No. 4 of 2018
Land Use Application
Referral Agency Comments
1999 Rezoning meeting minutes and Ordinance's
Minutes of 1-11-18 P&Z meeting

BACKGROUND

This is an application for a rezoning. The Board of Trustees is required to hold a public hearing and may approve the request, approve the application with conditions, or deny it. The Board may also continue the public hearing.

The site is a vacant 3,778 square foot parcel located at the corner of 7th Street and Cleveland Ave.

The request is to rezone the property from the Transit (T) zone district to the Residential Medium Density (R/MD) zone district.

The owner/applicants are Peter Mueller and Cindy Suplizio. The applicants propose to construct a single-family home on the parcel if it is rezoned. A conceptual site plan has been included in the application.
The property shown on the conceptual plan is Lot I of the Resubdivision of Lot C of the Lincoln Avenue East PUD but is not part of the actual PUD. The subject Property has been the subject of several land use applications ranging from the creation of the lot in 1998 and a rezoning application that requested Lot I be rezoned from Open Space/Transit (O/T) to Residential High Density (R/HD), but at that time in 1999 the request for rezoning was denied. The minutes and ordinances of the 1999 P&Z and BOT meetings are attached. It should also be noted that since that time a new comprehensive plan and land use code have been adopted.

A conceptual site plan has been included with the rezoning application. If the rezoning is approved, the applicant would be required to submit a building permit application for the construction of the single-family home. At that time, the details of the site and building design would be reviewed by the Town.

**DISCUSSION**

The conceptual plan shows a single-family home to be located on the lot with two parking spaces and a building envelope that is in compliance with the setback standards for the R/MD district.

**REZONING**

**Surrounding Uses and Zoning**

North I and T  Mixed uses, daycare and industrial uses, RFTA Trail
Comprehensive Plan

The property is designated as “Downtown-Old Town Periphery” on the Future Land Use Plan in the 2013 Comprehensive Plan. This designation allows for a mix of multifamily and single family uses. Infill /redevelopment projects would be determined by the size of the lot. Uses should be transitioned appropriately to adjoining uses.

Residential Medium Density (R/MD) Zone District

Below is the purpose section of the R/MD zone district:

The purpose of the Residential/Medium-Density district is to provide for neighborhoods comprised of a mixture of single-family detached homes and small-scale multifamily dwellings such as duplexes, townhomes, or patio homes in a comfortable, healthy, safe, and pleasant environment, together with schools, parks, trails and other public facilities. This district may serve as a transition between higher-density residential districts and the low-density residential district.

Transit (T) Zone District

Below is the purpose section of the T zone district:

The purpose of the Transit district is to help provide for the public ownership of the 100-foot-wide main line of the Denver and Rio Grande Western Railroad right-of-way. The district allows for land uses that further the Town’s goals for multimodal connectivity and mobility and are compatible with the Roaring Fork Transportation Authority corridor that extends through the Town and throughout the Roaring Fork Valley.

Rezoning – Approval Criteria

Amendments to the zoning map may be approved if the Town finds that all of the following approval criteria have been met:

1. The amendment will promote the public health, safety, and general welfare;

2. The amendment is consistent with the Comprehensive Plan and the purposes stated in this Unified Development Code;

3. The amendment is consistent with the stated purpose of the proposed zoning district(s);
4. The amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

5. The amendment is not likely to result in material adverse impacts to other property adjacent to or in the vicinity of the subject property; and

6. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development.

**Staff Comments On Rezoning**

Staff is supportive of the rezoning application. The 2013 Comprehensive Plan designates this property as Downtown-Old Town Periphery.

**SITE PLAN COMPLIANCE WITH UDC**

As noted, this section of the report goes over the site plan and generally outlines compliance with the UDC. This is not intended to be a complete or detailed analysis of the proposed development. Instead, it is intended to provide enough information to offer any comments or suggestions to the applicant.

**Lot Area**

The development site is 3,778 sq. ft. and is compliant with the District standard of 3,000 sq. ft. per unit.

**Setbacks**

The required setbacks are as follows:

- Front: 10 ft.
- Side: 5 ft.
- Rear: 5 ft.

Because of the location of the Ditch on the eastern portion of the lot, Staff would like to see a ditch easement be in place, Public Works and Utilities have also noted this in their comments.

**Lot Area per Dwelling Unit**
The UDC requires a certain amount of lot area per dwelling unit. The calculation is as follows:

3,000 Sq. ft.  Lot area per unit required  
3,778 sq. ft.  Lot actual size

The lot is in compliance.

**Allowed Uses**

A single-family home is an allowed use.

**Lot Coverage**

The UDC allows a maximum of 60% lot coverage, or in this case, 2266.8 sq. ft. The site plan is indicating 59.6% or 2,253 sq. ft.

**Parking (UDC Section 5.8)**

There are two required parking spaces indicated.

**Solar Access (Section 5.12)**

A solar access plan must be submitted with the building permit.

**FISCAL ANALYSIS**

The rezoning and development of this property will provide housing and an infill opportunity.

**RECOMMENDATION**

Staff is supportive of the rezoning application. The 2013 Comprehensive Plan designates this property as Downtown-Old Town Periphery.

There is a need for housing in Town. The rezoning would provide an infill opportunity to provide a needed housing unit.

**Rezoning – Approval Criteria**

Staff is of the opinion that criteria 1 through 4 have been met. Staff would note that criteria number 5 may have temporary impacts during construction and that the applicant may need to acquire permission from the Roaring Fork Transportation Authority for access to work on the lot via the Rio Grande Trail. Also, some staging may
need to occur in the Town ROW. Staff believes that once construction is complete then criteria number 4 would be met.

As Public Works and Utilities noted in their comments, there is no sewer service in the vicinity of the lot. The applicant will need to run a sewer line a long distance to the lot and this line will remain private. Once this line is run then criteria number 6 will be met.

The Transit zone district does not appear to be appropriate for this property as it is not under the ownership of RFTA.

Staff recommends that the following motion be approved: **Move to approve the rezoning with the following conditions and findings:**

**Conditions:**

1. The applicant shall be required to submit a Building Permit prior to development of any portion of the parcel.

2. All other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.

3. The Applicant shall also pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.

4. The applicant shall dedicate a ditch easement to be located above the Weaver Ditch on the eastern portion of the lot above the ditch before a building permit is issued. The size and location of the easement shall be subject to approval by Town Staff.

**Findings:**

1. The rezoning will promote the public health, safety, and general welfare.

2. The amendment is consistent with the Comprehensive Plan as the area is designated Downtown-Old Town Periphery which provides for single family homes and infill projects.

3. The amendment is consistent with the stated purpose of the proposed zoning district, specifically, the rezoning will provide a single-family infill project. There would be multimodal access to and from Downtown.

4. The rezoning will not result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated.
5. The rezoning will not result in material adverse impacts to other property adjacent to or in the vicinity of the subject property.

6. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) are available to serve the subject property while maintaining adequate levels of service to existing development.

Prepared By: John Leybourne, Planner
AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING AN APPLICATION OF PETER MUELLER AND CINDY
SUPLIZIO TO REZONE A 0.87 ACRE PROPERTY AS PART OF THE
RESIDENTIAL MEDIUM DENSITY (R/MD) ZONE DISTRICT

WHEREAS, Peter Mueller and Cindy Suplizio (collectively “Applicant”) have
submitted a land use application to rezone Lot 1, Resubdivision of Lot C, Lincoln Avenue
East P.U.D., as further described on Exhibit A (the “subject property”) from the Transit
(T) zone district to the Residential Medium Density (R/MD) zone district; and

WHEREAS, after all required notices, the Town’s Planning and Zoning
Commission (P&Z) conducted a public hearing at 7:00 p.m. on January 11, 2018, at
which time this request was discussed and public input was taken; and

WHEREAS, the P&Z subsequently recommended to the Town’s Board of
Trustees that this request be approved, with conditions; and

WHEREAS, after all required notices, the Town’s Board of Trustees conducted a
public hearing on January 13, 2018, at which time the Board heard and considered the
statements of town staff and the public and reviewed and considered all relevant
documents and information presented at such hearing, all as required by law; and

WHEREAS, the Board of Trustees now finds that it is appropriate to approve the
rezoning of the subject property as recommended by the Planning and Zoning
Commission pursuant to Chapter 17 of the Carbondale Municipal Code, as the rezoning
is consistent with the overall purpose statement described in Section 1.3 of Chapter 17.01
of the Municipal Code, the 2013 Comprehensive Plan, and also complies with the
specific rezoning criteria set forth in sub-sections 2.4.2.C.3.b.i through –vi, inclusive, of
Chapter 17.02 of the Municipal Code, as follows:

i. The proposed rezoning will promote the public health, safety, and general
welfare;

ii. The proposed rezoning is consistent with the 2013 Town of Carbondale
Comprehensive Plan as it is within the area designated by the Comprehensive
Plan as Old Town-Periphery, which is to provide for single family homes and
infill projects;

iii. The proposed rezoning is consistent with the stated purposes of the R/MD
zoning district; specifically, the rezoning will provide a single-family infill project
with multi-modal access to and from downtown Carbondale;
iv. The proposed rezoning will not result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

v. The proposed rezoning will not result in material adverse impacts to other property adjacent to or in the vicinity of the subject property; and

vi. Facilities and services (including roads and transportation, water, gas, electricity, police and fire protection, and sewage and waste disposal, as applicable) are available to serve the subject property while maintaining adequate levels of service to existing development; and

WHEREAS, the Board of Trustees also finds and determines that certain conditions of approval should be imposed, as set forth herein, which terms and conditions include that a ditch easement be dedicated to the Town, and payment of certain fees to the Town.

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

1. **Rezoning.** The subject property shall be and is hereby re-zoned as part of the Residential Medium Density (R/MD) zone district within the Town of Carbondale. Upon this Ordinance becoming effective, the Property shall no longer be within the Transit (T) zone district, and the Town’s Zone District Map shall be amended to reflect as such in accordance with Section 3.1.2. of Chapter 17 of the Carbondale Municipal Code.

2. **Additional Conditions of Approval.** The Board of Trustees imposes the following additional conditions of approval:

   a. The Applicant shall submit a digital map to the Town that shows the boundaries of the subject property that is being rezoned and the R/MD zone district designation in order to facilitate the Town’s update to its Zoning District Map.

   b. Prior to issuance of a building permit for development of a residence upon the subject property, the Applicant shall be required to dedicate and confirm a permanent, non-exclusive ditch easement for the Weaver Ditch to the Town of Carbondale with terms acceptable to the Town attorney. The width of the express ditch easement shall be 30 feet, to extend 15 feet on either side of the centerline of the existing Weaver Ditch segment which traverses the subject property. The Applicant shall provide a current survey of the centerline of the ditch across the property to be attached to the easement deed. Said ditch easement dedication shall be free
and clear of all encumbrances excepting any permitted exceptions approved by the Town attorney after review of a current title commitment, and any lenders holding liens upon the subject property shall be required to execute a lienholder consent and subordination with regard to the easement.

c. The Applicant shall pay and reimburse the Town for all applicable professional and staff review fees pursuant to the Municipal Code, including and professional fees incurred in processing the ditch easement.

d. All other representations of the Applicant and its representatives made in written submittals to the Town or during Town public hearings shall be considered additional conditions of approval.

4. **Recording.** This Ordinance shall be recorded in the Garfield County real property records within 90 days its effective date according to the Carbondale Home Rule Charter at the expense of the Applicant.

   INTRODUCED, READ AND PASSED this ____ day of ______________, 2018.

   THE TOWN OF CARBONDALE

   By: _________________________________
   Dan Richardson, Mayor

   ATTEST:

   ________________________________
   Cathy Derby, Town Clerk
EXHIBIT A

Section: 34 Township: 7 Range: 88 Subdivision: LINCOLN AVE EAST PUD Lot: I
RESUB OF LOT C

SAID PARCEL OF LAND CONTAINING 0.87 ACRES, MORE OR LESS

TOWN OF CARBONDALE
COUNTY OF GARFIELD, STATE OF COLORADO
Land Use Application

PART 1 – APPLICANT INFORMATION
Applicant Name: Peter Mueller and Cindy Sc pipeline Phone: 970 708-1363
Applicant Address: 2538 Sth Frontage Rd West Vail CO 81657
E-mail: dMueller orSchools.com
Owner Name: P. Mueller and C. Sc pipeline Phone: 970 708-1363
Address: ____________________________________________
E-mail: _____________________________________________
Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:
Lot 1 Resubdivision # of Lot C Lincoln Avenue East P.U.D. and portion
of the Union Pacific Railroad R-0-W

PART 2 – PROJECT DESCRIPTION
General project description: Rezoning or existing property

Size of Parcel: 3778 sq ft # Dwelling Units: 1 Sq Ftg Comm: 0
Type of Application(s): Rezoning
Existing Zoning: T (transit) Proposed Zoning: R-M1

PART 3 – SIGNATURES
I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

Applicant Signature


Owner Signature


STATE OF COLORADO

COUNTY OF GARFIELD

The above and foregoing document was acknowledged before me this 15th day of November 2017
Town of Carbondale
Rezoning Checklist

(970) 963-2733

Project Name: Mueller, Suptico rezoning
Applicant: Peter Mueller
Applicant Address: 2938 South Frontage Rd West Vail, CO 81657
Location: 
Date: November 15, 2017
Staff Member: 

Section 2.3 of the UDC requires a pre-application meeting with planning staff prior to submittal of a land use application.

Per Section 2.3.2.B of the UDC, the Planning Director shall determine the form and number of application materials required.

Required Attachments

☐ Filing Fee of $600 and Land Use Application (separate attachment)
☐ a. The application for a rezoning shall include:
   i. A site plan showing the footprint of all buildings, parking configuration, location of all utilities and easements, and other details demonstrating conformance with all regulations and development standards applicable to the proposed zoning district;
   ii. A written statement justifying why the proposed zoning fits in with the surrounding neighborhood and why the proposed zoning is more appropriate for the property than the existing zoning;
   iii. A list of all property owners within 300 feet;
   iv. A map showing adjoining zoning districts within 300 feet; and
   v. Proof of ownership.

☐ b. The applicant shall submit to the Director any other information required in the appropriate application as provided by the Director along with any information identified in the pre-application meeting and all required information stated elsewhere in this Code for an amendment to the zoning map.

☐ c. If a proposal requires a permit or approval from any county, state, or federal agency, the applicant shall submit to the Director a duplicate of any required application at the same time that it is submitted to the other agency or a minimum of 14 days prior to any hearing related to such county, state, or federal permit, whichever occurs first.

☐ Additional information requested at the pre-application meeting:

6-23-2016
Planning/Forms 2016
Memorandum

To: Town of Carbondale  
Date: 10.31.17  
Project: Proposed rezoning of Lot I, Lincoln Avenue East P.U.D.

Legal Description: Lot I, Resubdivision Plat Of Lot C, Lincoln Avenue East P.U.D. And A Portion Of The Union Pacific Railroad R-O-W, Town Of Carbondale, Garfield County, Colorado. (See also Boundary Survey prepared by Lines in Space dated 6/22/2017.)

History

On 10/12/1998 Cindy Suplizio and Peter Mueller purchased a tract of land of approximately 35,686 square feet from the Union Pacific Railroad Company.

Town of Carbondale Ordinance No. 36, Series of 1998 resubdivided Lot C of the Lincoln Avenue East P.U.D. and created Lots G, H and I. Lots H and I were zoned Open Space/Transit.

Town of Carbondale Ordinance No. 30, Series of 1999 approved the rezoning of Lot H to Residential/Medium Density but denied rezoning of Lot I.

Proposed Rezoning of Lot I

Lot I is an extant lot, zoned Open Space/Transit under the previous Carbondale Land Use Ordinance. We assume that an application for rezoning will be governed by UDC Section 2.4.2 “General Rezonings (Amendments To The Zoning Map),” quoted below:

A. Purpose

1. The boundaries of any zoning district may be changed or the zoning classification of any parcel of land may be changed pursuant to this section. The purpose is to make adjustments to the official zoning map that are necessary in light of changed conditions or changes in public policy, or that are necessary to advance the general welfare of the Town. The purpose is not to relieve particular hardships, nor to confer special privileges or rights on any person. Rezonings should not be used when a conditional use permit, variance, or administrative adjustment could be used to achieve the same result.

B. Applicability

1. A request for an amendment to the zoning map may be initiated by person(s) owning at least 50 percent of the area of real property within the area affected by a proposed amendment.
C. Procedure

1. Step 2 – Application Submittal
   a. The application for a rezoning shall include:
      i. A site plan showing the footprint of all buildings, parking configuration, location of all utilities and easements, and other details demonstrating conformance with all regulations and development standards applicable to the proposed zoning district;
      ii. A written statement justifying why the proposed zoning fits in with the surrounding neighborhood and why the proposed zoning is more appropriate for the property than the existing zoning;
      iii. A list of all property owners within 300 feet;
      iv. A map showing adjoining zoning districts within 300 feet; and
      v. Proof of ownership.
   b. The applicant shall submit to the Director any other information required in the appropriate application as provided by the Director along with any information identified in the pre-application meeting and all required information stated elsewhere in this Code for an amendment to the zoning map.

Application Contents

"Request for an Amendment to the Town on Carbondale Zoning Map," specifically, the rezoning of Lot I, Lincoln Avenue P.U.D. from Open Space/Transit to Residential Medium Density (R/MD).

Exhibit 1a: Boundary Survey prepared by Lines in Space.
Exhibit 1b: Survey Overlay on Aerial Photo of Site Vicinity.
Exhibit 1c: A1.1 Site Plan and First Floor Plan prepared by A4 Architects, LLC, illustrating how a single-family dwelling unit can be built on the site and meet all of the applicable dimensional standards of the UDC Residential/Medium Density (R/MD) zone district.

Exhibit 2: Written statement justifying why the proposed zoning fits within the surrounding neighborhood and why the proposed zoning is more appropriate for the property than the existing zoning.

Exhibit 3a: Map showing adjacent properties within 300 feet.
Exhibit 3b: List of all property owners within 300 feet (per Garfield County Assessor’s Office).

Exhibit 4: Map showing adjoining zoning districts within 300 feet (per Town of Carbondale Zoning Map).

Lot I Rezoning
10/31/17

Exhibit 2

In 1998 Cindy Suplizio and Peter Mueller purchased approximately 0.82 acres of land from the Union Pacific Railroad. This land was east and north of their home on Lot C of the Lincoln Avenue East P.U.D. This original railroad parcel has been subject to both resubdivision and lot line adjustment since its purchase. With the exception of Lot I (the subject of this application), and a parcel dedicated to the Town to allow for the connection of the Seventh Street ROW to the Rio Grand Trail, all of that land has subsequently been zoned either Lincoln Avenue East P.U.D. or Residential/High Density.

Lot I is bounded on the north and west by the Rio Grand Trail Right-of-Way, which is zoned Transit. North of the Trail is the MidContinent property, which is zoned General Industrial (I). On the south it is bounded by the Cleveland Avenue ROW and a triangular parcel zoned R/MD. The properties east of the parcel, across Seventh St., are zoned R/HD or Lincoln Avenue East P.U.D. The properties on the south side of Cleveland Avenue are all zoned R/MD, as are those across Eighth Street on Cleveland Place.

The neighborhood surrounding Lot I is a mix of small scale single-family and two-family dwelling units that may fairly be characterized as “eclectic” in character and style. There is a mix of owner-occupied and rental units. Seventh Street is a popular and convenient pedestrian and bike access point for the Rio Grand Trail. Since 1998 redevelopment has occurred from Seventh Street east to Second Street. All of those properties, including the northeast end of Seventh St., Town Hall Park, the Colorado Place condominiums and the True Nature Gardens have a north property line in exactly the same relationship to the Rio Grande Trail and ROW as Lot I.

The R/MD zoning is appropriate for Lot I for the following reasons:
1. The neighborhood south of the Rio Grand Trail is entirely residential in use, being zoned either R/MD, R/HD or various residential PUDs.
2. The size of Lot I and the dimensional requirements of the R/MD zoning will result in a small house that is entirely in character with the neighborhood.
3. The lot enfronts an existing town street and all necessary utilities are immediately adjacent.
4. Transit and other services are close and walkable.
5. There are no neighbors to the north whose views or solar access would be impacted by construction on this site.

The existing Transit zoning is now inappropriate for the following reasons:
1. Since the 1999 denial of rezoning for Lot I, studies of the Rio Grand Trail and the transit corridor have been completed and the trail has been built.
2. The Rio Grand corridor is a fixed width from this parcel east to the end of town and there are no future transit-related uses that would depend on this property remaining as Transit zoning.
3. On the other side of the existing trail from this property a soft-surface bike path has been completed. This further proves that no trails-related uses could reasonably be envisioned for this lot.
Suplizio/Mueller Residence
Cleveland Avenue
Carbondale, CO 81623

Site Survey + Satellite Image

BUILDING ENVELOPE

HOUSE
GARAGE
CENTERLINE BIKE PATH

CLEVELAND AVENUE
LOT I

North 62º10'51"W 174.39'
South 27º49'09"W 25.00'
South 62º10'37"E 127.83'
North 89º35'00"E 52.84'

EXISTING FENCE
(2) 9' X 18'
PARKING SPACES

A4 ARCHITECTS LLC
242 NORTH SEVENTH STREET
CARBONDALE COLORADO 81623
970.963.6760
FAX 970.963.6761
mail@a4arc.com

Project No: 1703
Date Issued For
Consultant
Stamp

Suplizio/Mueller
Residence

A4 of 284
162 of 284
SUPLIZIO/MUeller
Residence
Cleveland Avenue
Carbondale, CO 81623

Owner
A4 ARCHITECTS LLC
242 NORTH SEVENTH STREET
CARBONDALE COLORADO 81623
970.963.6760
FAX 970.963.6761
mail@a4arc.com

Cindy Suplizio and Peter Mueller
2938 South Frontage Rd. West
Vail, CO 81657

CENTERLINE BIKE PATH
CLEVELAND AVENUE
LOT I
3778 SF
N 62º10'51"W 174.39'
25.00'
27º49'09"W
N 62º10'37"E
N 89º35'00"E
1813
52.84'
127.83'
5'
5'

EXISTING CHAIN-LINK FENCE

DECK
PORCH
WINDOW WELL
WINDOW WELL

(2) ON-SITE PARKING SPACES @ 9' X 18'

SETBACK
SETBACK
SETBACK

EXISTING CHAIN-LINK FENCE

DECK
PORCH
WINDOW WELL
WINDOW WELL

(2) ON-SITE PARKING SPACES @ 9' X 18'

Site Plan & First Floor Plan

A 2.1

DIMENSIONAL STANDARDS (LOC: TABLE 3.7-1) RESIDENTIAL MEDIUM DENSITY ZONE DISTRICT (R/MD)

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<th>REQUIRED</th>
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<td>5 feet</td>
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<td>22 feet</td>
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Town of Carbondale Zoning

November 6, 2017

Straight Zoning Districts
- General Industrial (I)
- Historic Commercial Core (HCC)
- Residential/High Density (R/HD)
- Residential/Medium Density (R/MD)
- Transit (T)

PUD Only Zoning Districts
- Residential (R)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, (formerly known as Southern Pacific Transportation Company, a Delaware corporation) in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CINDY SUPLIZIO and PETER MUELLER, Grantees, whose address is 1493 CR 106, Carbondale, Colorado 81623 and unto their heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Carbondale, Garfield County, State of Colorado, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof, together with all after acquired title of the Grantor therein.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantees, their heirs and assigns.

It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quittingclaim of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantees and unto their heirs and assigns.

CINDY SUPLIZIO AND PETER MUELLER
1493 COUNTY ROAD 106
CARBONDALE, CO 81623
Grantor, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Grantees. A Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as Exhibit B.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 12th day of October, 1998.

Attest:

[Signature]
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By:

[Signature]
Title: Assistant Vice President
ACKNOWLEDGMENT

STATE OF NEBRASKA  )
COUNTY OF DOUGLAS  ) ss.

On October 12, 1998, before me, a Notary Public in and for said County and State, personally appeared R.D. Uhricz and M.E. Henon who are the Assistant Vice President* and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

*Headed: Assistant Vice President

GENERAL NOTARY: State of Nebraska
D.B. LEWIS
My Comm. Exp. March 1, 2000
UNION PACIFIC RAILROAD COMPANY
Carbondale, Garfield County, Colorado

EXHIBIT "A"

Real property in the City of Carbondale, County of Garfield, State of Colorado, being a portion of that land described in deeds from Philip E. Weaver to the Denver and Rio Grande Railroad Company, as recorded February 21, 1888, in Deed Book 19 Page 40 and recorded September 14, 1891, in Deed Book 26 Page 399, Official Records, also being a portion of that land described in deeds from the Denver and Rio Grande Western Railroad Company to Southern Pacific Transportation Company recorded December 29, 1993 in Book 888 Page 38 and recorded December 29, 1993 in Book 888 Page 30 Official Records, situated in Lots 5 and 12 of Section 34 Township 7 South Range 88 West of the 6th Principal Meridian, described as follows:

Beginning at a point on the Southwesterly right of way line of said Union Pacific Railroad Company (formerly Southern Pacific Transportation Company) right of way, also being a point on the westerly right of way line of Sixth Street extended northerly in said Town of Carbondale, whence the street centerline monument located at the intersection of Eighth Street and Main Street in said Town of Carbondale bears S 41° 00' 21" W 1068.46 feet; Thence N 53° 00' 37" W 528.32 feet along said southwesterly right of way line of said railroad; Thence N 62° 10' 51" W 154.86 feet along said southwesterly right of way line of said railroad; Thence N 27° 49' 09" E 25.00 feet to a point on line which lies 25.00 feet southwesterly of and parallel to the centerline of the Main Track of the Union Pacific Railroad Company (formerly Southern Pacific Transportation Company). Thence S 62° 10' 15" E along said parallel line for a distance of 617.96 feet to a point on the westerly right of way line of said Sixth Street extended northerly; Thence S 00° 25' 00" E 123.99 feet along said westerly right of way line extended northerly, to the Point of Beginning.

Containing 35.686 Sq. Ft. more or less

Office of Real Estate
Omaha, Nebraska
May 7, 1998

Written by: JCO
165297.leg
CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee that no withholding is required with respect to UNION PACIFIC RAILROAD COMPANY's interest in it, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY (hereinafter the "COMPANY"):

1. The COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. The COMPANY's U.S. employer identification number is 94-6001323; and

3. The COMPANY's office address is 1416 Dodge Street, Omaha, Nebraska 68179, and state of incorporation is Delaware.

The COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

The COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the COMPANY.

Title: Assistant Vice President
Date: October 13, 1998
To assist the Town in its review of this project, your review and written comments are requested. Please notify the Planning Department if you will not be able to respond by the date listed above. Questions regarding this project should be directed to the Planning Department, 963-2733.

APPLICANT: Mueller/Suplizio
OWNERS: Mueller/Suplizio
LOCATION: Lincoln Ave. And Cleveland Ave.
ZONE: Transportation

PROJECT DESCRIPTION: Applicant is proposing to rezone a 3778 sq. ft. lot from Transportation to Residential Medium Density to construct a single family structure on the lot. The Lot in question is adjacent to the RFTA ROW along the Rio Grande Trail.

The following are conditions or comments I would offer regarding this item: (Attach separate sheet if necessary)

- A ditch easement should be required at the east end of the lot where the ditch crosses east of the driveway.
- Water main is located on the south side of Cleveland therefore a street cut and necessary securities would be required.
- There is no sanitary sewer main in Cleveland Avenue or 7th Street near this lot. 777 Cleveland is serviced from the sanitary sewer main on 8th Street and 286 & 282 7th Street are serviced from the sanitary sewer main that runs E/W down the alley between Cleveland and Lincoln.
- Due to the unusually long sanitary sewer service line that will be required to serve this lot, the owner/engineer should take care to research the depths and grades to ensure that a proper depth can be achieved on the service line to prevent freezing.
- Tracer wire will be required on the service line in the right-of-way, but the Town will not be responsible for locating it in the future.

Please return comments to both: jbuck@carbondaleco.net
msikes@carbondaleco.net
Planning Department
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
TOWN OF CARBONDALE
PLANNING DEPARTMENT
REVIEWING AGENCY FORM

PLANNING ITEM #: LU17-000040
DATE SENT: 12/21/17
COMMENTS DUE: 12/29/17

TO: 

To assist the Town in its review of this project, your review and written comments are requested. Please notify the Planning Department if you will not be able to respond by the date listed above. Questions regarding this project should be directed to the Planning Department, 963-2733.

APPLICANT: Mueller/Suplizio
OWNERS: Mueller/Suplizio
LOCATION: Lincoln Ave. And Cleveland Ave.
ZONE: Transportation

PROJECT DESCRIPTION: Applicant is proposing to rezone a 3778 sq. ft. lot from Transportation to Residential Medium Density to construct a single family structure on the lot. The Lot in question is adjacent to the RFTA ROW along the Rio Grande Trail.

PLANNING STAFF CONTACT: John Leybourne

The following are conditions or comments I would offer regarding this item: (Attach separate sheet if necessary)

After Review Xcel Energy has no objection.
Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation. Applicant will need to contact Xcel Energy’s Builder’s Call Line/Engineering Department to request a formal design for the project. A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction. Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Installation, relocation, upgrade of existing facilities due to increased load and/or removal of existing facilities will be made at the applicant’s expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities’ must be granted easement.
Please return comments to both:  
jbuck@carbondaleco.net  
msikes@carbondaleco.net  

Planning Department  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623
ORDINANCE NO. 30
SERIES OF 1999

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, REZONING PROPERTY OWNED BY CINDY SUPLIZIO AND PETER MUELLER

WHEREAS, the Board of Trustees of the Town of Carbondale, Colorado adopted Ordinance No. 36, Series of 1998, approving the zoning for certain real property now owned by Cindy Suplizio and Peter Mueller; and

WHEREAS, said Ordinance continued to maintain the zoning for Lots H and I, Resubdivision of Lot C, Lincoln Avenue East P.U.D., as Open Space/Transit Zone District; and

WHEREAS, the Applicant seeks to rezone Lot H to Lincoln Avenue East P.U.D. (to be combined with Lot G through a lot line adjustment) and Lot I as Residential/Medium Density; and

WHEREAS, the Planning and Zoning Commission of the Town of Carbondale reviewed this application on October 28, 1999, and recommended that the rezoning of Lot H be approved with conditions but that the rezoning for Lot I be denied; and

WHEREAS, the Board of Trustees of the Town of Carbondale at a public hearing held on November 9, 1999, during which public hearing the Board of Trustees heard and considered the statements of Town staff, the Applicant, 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 of the Town of Carbondale finds that it is appropriate to approve the rezoning application for Lot H with conditions but to deny the rezoning application for Lot I.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, that the application for rezoning Lot H is hereby approved and that upon the effective date of this ordinance, said property shall be zoned Lincoln Avenue East P.U.D. and that Lot H shall be combined with Lot G to make one lot which will hereafter be described as Lot G, subject to the following conditions:

1. A lot line adjustment plat consistent with this ordinance shall be submitted to the Town and recorded with the Garfield County Clerk & Recorder. The lot line adjustment plat shall contain a setback of ten feet along the railroad right-of-way. Said plat shall be approved by Town staff prior to recording.
2. The Applicant shall submit an amended P.U.D. zone map of the Lincoln Avenue East P.U.D. which, once approved by Town staff, shall be recorded with the Garfield County Clerk & Recorder.

3. The terms and conditions of Ordinance No. 35, Series of 1998, recorded as Reception No. 541227 of the records of the Garfield County Clerk & Recorder, shall continue to apply to the subject property.

4. The new Lot G shall not be eligible for subdivision in the future and access to Lot G shall only be from the intersection of Seventh Street and Cleveland Avenue.

5. The Applicant shall be required to pay and reimburse the Town for professional and staff fees pursuant to Sections 13.16.180 and 1.30.030 of the Carbondale Municipal Code and shall pay all recording costs.

BE IT FURTHER ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE that the rezoning application for Lot I is hereby denied.

INTRODUCED, READ, AND PASSED THIS 25th day of November, 1999.

THE TOWN OF CARBONDALE

ATTEST: 

S. Randall Vanderhurst, Mayor

[Signature]

Suzanne Ceresa
CONSIDERATION OF ACCEPTANCE OF FOX RUN SUBDIVISION
IMPROVEMENTS:

Doug Short, Director of Utilities & Public Works, reported that for the last two months the water, wastewater and street improvements at Fox Run have been under construction. Town staff, along with the engineer and the contractor have performed a walk through of the project and a test of the surface drainage system. During the visual observation and testing, nine items were tagged that need to be corrected.

**Recommendation** - Contingent upon the corrections of the nine minor items on the punch list to Town staff satisfaction, staff is recommending the acceptance of the infrastructure improvements to Fox Run subdivision. The warranty period will commence once all of the punch list items have been completed to staff’s satisfaction.

Doug reported that all of the items on the punch list has been completed except the entry light which needs to be installed. He would recommend withholding $1,500.00 from the letter of credit to insure that the light is installed.

Mark Whalen made a motion to approve the acceptance of the infrastructure improvements to Fox Run Subdivision but retaining $1,500.00 to insure the entry light installation. The motion was seconded and passed with:

5 yes votes: Hendricks, Paradise, Vanderhurst, Whalen, Paradise
1 not voting: Rippe
1 absent: Darrow

CONTINUED PUBLIC HEARING - LOT SPLIT, REZONING & RESUBDIVISION
LOCATION: 7TH & LINCOLN & SOUTH OF RAILROAD R.O.W.
APPLICANTS: SUPLIZIO/MUELLER:

The public hearing that was continued from the October 13, 1998, Board of Trustees meeting opened at 8:10 P.M. Town Planner Mark Chain reviewed the application with the Trustees. He reported that at the October 13th meeting a motion was made to continue the public hearings with the direction to the applicants to come back with a new plan which incorporated the following:
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-A new plan which does not include the 25 feet from the railroad corridor.
-Deletes lot G
-Does not open up 6th Street as an alley
-Does not enlarge the alley
-Combines lot H with another lot (probably lot C)

**Applicants Proposal:**

The applicants resubmitted an application which differs slightly. The main differences are that they have extended the alley to 6th Street and have incorporated lot G with lot H (less the 25' strip adjacent to the railroad corridor).

**Staff Comments:**

After the Board meeting of October 13th Mark Chain met with Cindy Suplizio regarding the application and suggested that in combining lot H with lot C that perhaps an additional dwelling unit could be built. He also recommended that lot G be combined with the 25 foot strip along the railroad and included in the Open Space/Transit Zone District until it was finally determined what would happen with the corridor. He also felt it unwise to define the building envelop for lot G now when the entire lot may be able to be expanded (assuming the 25 ft. strip is not needed for transit) when the corridor study is finished. It is not his intention to take development potential away from lot G - but rather to insure that nothing sloppy or unusable was built on it until it is determined what will happen in this area.

Mark included a draft proposal in the packet. He is proposing that that portion of lot G which could be included in the Open Space/Transit Zone District have a condition in the approval documents which would state that the town can and should reconsider replatting and rezoning of the area after the corridor study is completed in June 1999 (if appropriate). He would recommend that this be inserted into the Ordinance in order to protect the applicant. He noted that lot G as proposed, violates Section 18.15.030B of the Municipal Code. This clause states "except where otherwise indicated district boundaries shall follow municipal corporation limits, section lines, lot lines or right-of-way lines, or extensions thereof". In other words, when you subdivide a new area you should not split a lot along zone district boundaries. That is what is being done with the present proposal.
Trustee Meeting Minutes
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Staff Recommendation:

Staff recommends that this re-platting proposal be denied. Staff would recommend that the applicants come back with the plat as essentially indicated by the Board at the October 13th meeting.

Note – Trustee Susan Darrow arrived.

Cindy Suplizio and Peter Mueller were in attendance to discuss their application. Peter felt they had followed the directions of the Trustees as outlined at the October 13th meeting. Until the time that the Union Pacific train study is complete they would like to square up their existing lot, (lot C), and create a similar rectangular lot to the east named lot F. They would like Board approval for the lot line adjustment and the inclusion of Lot F into the Lincoln Avenue PUD. They would also like to create a second lot, lot G, out of the land between 6th and 7th Avenues which lies immediately to the north of their and Mr. Black’s property. Street access would be off of Cleveland and Seventh. This land is currently zoned high density and open space, transportation. Peter noted that Mark Chain would like to avoid the creation of a lot with two different zones (based on current planning guidelines), their intent is only to create a buildable lot separate from the twenty-five foot wide section. He said that whether these two different zoning districts are included in the same lot or are separate is immaterial to them until the study is complete. They will wait for the railroad study to be completed until they take any action to develop the lot. But in the mean time, by creating this lot is their insurance that they are not just buying open space for the Roaring Fork Railroad Holding Authority.

D. Jan Black, of 282 N. 7th Street, was present to object to more use of the alley, which is a dead end. He reported that there are 6 residential units that use the alley on a regular basis. Under the build-out plan for the proposed Lincoln Avenue PUD an additional 3 units would be built. The alley is 8 feet from the main living quarter of 282 N. 7th Street and presents an intrusion.

Several of the Trustees agreed with Mr. Black that main access should not be off of the alley. Town Attorney Bob Emerson noted that a dead end alley for access is not good for emergency access and the Fire Department would probably not approve.
Trustee Meeting Minutes
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Note - 9:10 P.M. Brad Hendricks made a motion to close the public hearing and approve the lot split with the following conditions:

1. Approve Lot C & F, with the alley not going through to 6th street. Lot F will access off of Lincoln Street – not off the alley. Lot C will be able to use the alley to get to their garage, other access will be off Lincoln Street.

2. Lot G will have a southwest setback of 7.5 feet.

3. Lot G is restricted to one residence.

4. Lot G access will be from Cleveland and 7th Street.

5. The 25ft. NE of Lot G is to be noted as a separate Lot and zoned Open Space/Transit.

6. Street improvement will be made in accordance to the standards and acceptance of the Public Works Department.

7. Lot H will be dedicated to the Town of Carbondale.

8. Lot I will be zoned open space/transit.

The motion was seconded and passed with:

7 yes votes: Williams, Rippe, Paradise, Vanderhurst, Darrow, Whalen, Hendricks

REPORT ON SMART GROWTH GRANT:

Town Manager John Hier reported that he would like to send out RFP’s to solicit for a person to assist the administration of the project. It was the consensus of the Trustees to have John proceed with the RFP’s.

PLANNER’S REPORT:

Town Planner Mark Chain announced that the RFRHA Corridor Study is coming to some key decision making points in the near future. He noted dates of upcoming meetings that will be held. There will be a meetings on November 30th, December 9th, and December 18, 1998.
PUBLIC HEARING – Rezoning  
Applicant: Peter Mueller/Cindy Suplizio  
Location: Northwest of the intersection of Cleveland Avenue and 7th Street

BACKGROUND

John said that this is an application for a rezoning. He stated that the Planning Commission is required to hold a public hearing and make a recommendation to the Board to approve the request, approve the application with conditions, or deny it. He said that the Planning Commission may also continue the public hearing.

John outlined the following:

The site is a vacant 3,778 square foot parcel located at the corner of 7th Street and Cleveland Ave.

The request is to rezone the property from the Transit (T) zone district to the Residential Medium Density (R/MD) zone district.

The applicants propose to construct a single-family home on the parcel if it is rezoned. A conceptual site plan has been included in the application.

The property shown on the conceptual plan is Lot I of the Resubdivision of Lot C of the Lincoln Avenue East PUD but is not part of the actual PUD.

The subject property has been the subject of several land use applications ranging from the creation of the lot in 1998 and a rezoning application that requested Lot I be rezoned from Open Space/Transit (O/T) to Residential High Density (R/HD), but at that time in 1999 the request for rezoning was denied. The minutes and ordinances of the 1999 P&Z and BOT meetings are attached. It should also be noted that since that time a new comprehensive plan and land use code have been adopted.

REZONING

Surrounding Uses and Zoning

The lot is surrounded by residential zoning as well as Transit and industrial zoning.

Comprehensive Plan

The property is designated as “Downtown-Old Town Periphery” on the Future Land Use Plan in the 2013 Comprehensive Plan. This designation allows for a mix of multifamily and single family uses. Infill/redevelopment projects would be determined by the size of the lot. Uses should be transitioned appropriately to adjoining uses.

Residential Medium Density (R/MD) Zone District

Below is the purpose section of the R/MD zone district:
The purpose of the Residential/Medium-Density district is to provide for neighborhoods comprised of a mixture of single-family detached homes and small-scale multifamily dwellings such as duplexes, townhomes, or patio homes in a comfortable, healthy, safe, and pleasant environment, together with schools, parks, trails and other public facilities. This district may serve as a transition between higher-density residential districts and the low-density residential district.

Transit (T) Zone District

Below is the purpose section of the T zone district:

The purpose of the Transit district is to help provide for the public ownership of the 100-foot-wide main line of the Denver and Rio Grande Western Railroad right-of-way. The district allows for land uses that further the Town’s goals for multimodal connectivity and mobility and are compatible with the Roaring Fork Transportation Authority corridor that extends through the Town and throughout the Roaring Fork Valley.

Staff Comments on Rezoning

Staff is supportive of the rezoning application. The 2013 Comprehensive Plan designates this property as Downtown-Old Town Periphery.

SITE PLAN COMPLIANCE WITH UDC provided for general reference

Lot Area

The development site is 3,778 sq. ft. and is compliant with the District standard of 3,000 sq. ft. per unit.

Setbacks

The setbacks are in conformance with the UDC, as is the lot size per dwelling unit.

Because of the location of the ditch on the eastern portion of the lot, Staff would like to see a ditch easement be in place. Public Works and Utilities have also noted this in their comments.

Lot Coverage

The UDC allows a maximum of 60% lot coverage, or in this case, 2266.8 sq. ft. The site plan is indicating 59.6% or 2,253 sq. ft. This will need to verified at BP

Parking (UDC Section 5.8)
There are two required parking spaces indicated.

**FISCAL ANALYSIS**

The rezoning and development of this property will provide housing and an infill opportunity.

Jeff asked if the connection to the Rio Grande Trail was at Seventh Street.

John answered that it was at the intersection of Cleveland Avenue and Seventh Street.

Jeff asked if the connection crossed the property line or if a driveway would get in the way of the connection to the trail.

John answered that it did not cross the property line and that he and the Public Works Director didn’t see any issues with backing up into the right-of-way.

Gavin commented that the aerial view shows the driveway would come off of someone else’s driveway and it’s pretty far away from the trail access.

Ken asked if the tip of the property was in the connection.

Gavin answered that it was a ditch as shown on the aerial view, not their property.

Michael Hassig gave an explanation that was inaudible. He said that he was not representing the applicant but that he was a neighbor.

Nick asked who the neighbor was to the west.

Michael answered that it was all residential.

The applicants Peter Mueller and Cindy Suplizio introduced themselves. Peter explained that twenty years ago they bought some excess right-of-way and that a small piece was given back to the Town to create a whole intersection. He said that two additional parcels were created to the east and the sliver that we are talking about today. Peter said that twenty years ago Carbondale was a different place. He said that now they are back in Carbondale and that they are excited about living downtown. Peter said that there has been a lot of infill which is good for a town and this is part of that infill network. He said that the lot is big enough and that it has access as well as parking. He said that if we put services to it that it will be a nice way to add density to the Town of Carbondale.

Michael Hassig, 689 Lincoln Avenue said that Peter and Cindy were partners in the original Lincoln Avenue PUD. He said an opportunity came up to purchase excess right-of-way as the railroad was planning to turn over the corridor to local governments. He said that there were a series of reconfigurations of the Lincoln Avenue PUD lots. Michael Hassig said that Peter and Cindy sold the house they built and that they are
trying to figure out a way to get back. He said that their build out worked on this lot with
two feet to spare with parking spaces on it. He said that it will probably be Carbondale’s
first tiny home because at its widest it can’t be any wider than fifteen feet. Michael
Hassig said that it is a funky, eccentric neighborhood with lots of different things going
on. He said that one thing that we were proud of when we did the Lincoln Avenue PUD
was that we had no CC&R’s, HOA and no design guidelines. He said that this fits right
in with its minimal impact and a worthwhile use for a little, unused piece of ground.
Michael Hassig said that he would suggest that you pass on a recommendation for
approval.

Enter into the record a letter from Joani Matranga, owner of 711 and 717 Lincoln
Avenue.

**Motion to close the Public Hearing**
A motion was made by Jeff to close the Public Hearing. Ken seconded the motion and it
was approved unanimously.

Nick asked who the neighbor to the north was on the other side of the Rio Grande Trail.

John answered the Roberts property where the Little Blue Lake Daycare is and an
excavation company on the other portion of that lot. He said that to the northeast is where
Distinguished Boards and Beams is located.

Ken asked why the extension of the sewer line is not a condition.

John stated that it would be covered in the building permit process.

Gavin commented that regarding the letter received, from Joani Matranga, the last time
this property was public is when the railroad acquired it and that this has been a private
parcel for a long time. He said that there is no loss of public land and the applicant is not
asking for additional concessions. He said that this is a conforming, legal, private lot in
the new zone district if it gets the new zoning. It has little opportunity to be used in the
transit zoning district.

John added to Gavin’s point that the Rio Grande Trail is owned by RFTA.

Michael stated that this property is being rezoned to what all the surrounding properties
are except for the trail itself. He said that this is private property and private property
should not be zoned transit.

Gavin said that we have wrestled with short term rentals but not on a lot by lot basis as
stated in the letter. He said that it is a community wide issue not a lot by lot issue.
Gavin said that he has a minor public safety concern with the window well facing the bike
trail. He said that he thought it would be covered at permitting but that he thinks it should
be fenced or covered as it is a foot and half away from public property.
Motion

Ken made a motion to approve the rezoning with the four conditions and six findings in the Staff report. Gavin seconded the motion and it was approved unanimously.

No: none
Yes: Yuani, Ken, Nick, Michael, Gavin, Jeff
Board of Trustees Memorandum

Meeting Date: 2-13-18

TITLE: Carbondale Marketplace (City Market) Subdivision Consideration of Amended Subdivision Improvements Agreement

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Subdivision Improvements Agreement

BACKGROUND

The Board of Trustees approved the Carbondale Marketplace (City Market) Subdivision application on March 16, 2016. At that time, the Board also approved the Subdivision Improvements Agreement (SIA) for the property.

The current deadline for recordation of the plat is February 28, 2018. We have been working with the Kroger team to finalize the documents in preparation for recording.

There is a need to amend the SIA to reflect the current engineer’s estimates and adjust the construction deadlines. There is a 30 month deadline to complete public improvements instead of the 24 month timeline. Kroger will also have 30 months from the date of recordation of the final plat to pull the building permit and commence construction.

FISCAL IMPACT

The existing grocery store is the highest tax generator in town. It is hoped that an improved and updated grocery store would retain shoppers in town and capture out of town shoppers.

RECOMMENDATION

Staff recommends the following motion: Move to approve the amended Subdivision Improvements Agreement for the Carbondale Marketplace Subdivision.
SUBDIVISION IMPROVEMENTS AGREEMENT
CARBONDALE MARKETPLACE SUBDIVISION
TOWN OF CARBONDALE, COLORADO

THIS SUBDIVISION IMPROVEMENTS AGREEMENT (the “Agreement”) is made and entered into between the Town of Carbondale, Colorado (“Town”), and Crystal River Marketplace, LLC, a Colorado limited liability company (referred to herein as “Developer”), to become effective ________________, 2018, 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 that real property described in Exhibit A attached hereto and incorporated herein by reference, and the real property depicted therein shall be referred to as “the Development.” This real property is presently taxed by Garfield County as tax parcel ID numbers 2393-331-00-034 (Parcel 1) and 2393-334-00-015 (Parcel 2), which two parcels combined total about 23.182 acres, portions of which are zoned as CRW (Commercial/Retail/Wholesale), portions of which are zoned as PCC (Planned Community Commercial), according to the Town’s Municipal Code.

b. Developer has submitted to the Town a Final Subdivision Plat for the Carbondale Marketplace Subdivision (“Final Plat”), and desires the Town to approve the same.

c. Future development upon Parcel 1 is affected by prior documentation associated with the prior annexation of said land into the Town of Carbondale upon application of the Colorado Rocky Mountain School, including but not limited to Ordinance No. 11--Series of 1979, Ordinance No. 21--Series of 1997, and a related agreement entitled “Carbondale-Colorado Rocky Mountain School Inc. Water Dedications Agreement, 1989” effective March 15, 1990 (the “1989 CRMS Agreement”). These prior approvals and agreements shall continue to govern Parcel 1 except to the extent amended by this Agreement, the Approval Ordinance (defined below) or the Final Plat, as approved by the Town and recorded in the Office of the Garfield County Clerk and Recorder subsequent to the execution of this Agreement. Such conditions shall be in addition to applicable provisions of the Carbondale Municipal Code and the Carbondale Public Works Manual, and building codes that also regulate development of this project.
d. The terms of this Agreement shall constitute the Subdivision Improvements Agreement between the Town and the Developer.

e. The obtaining of final subdivision plat approval for the Carbondale Marketplace Subdivision will inure to the Developer's benefit.

f. 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 March 16, 2016, the Board of Trustees of the Town of Carbondale, after holding all necessary public hearings, approved Ordinance No. 5, Series of 2016. Since that time, the Board of Trustees has also passed Ordinances Nos. 10, 14, and 19, Series of 2016, and Ordinance Nos. 5, 8, 11 and 15, Series of 2017, for the purpose of extending the recording date for the Final Plat through February 28, 2018. Ordinance No. 5 and these subsequent extension ordinances are collectively referred to herein as the “Approval Ordinance.” 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. The Approval Ordinance is recorded in the Office of the Garfield County Clerk and Recorder as Reception No. __________.

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 Developer has submitted a draft Final Plat which shall be in a form acceptable to and approved by Town staff. If any changes are proposed, a revised draft shall be submitted to the Town for approval prior to recording. Following Town approval, the Final Plat shall be recorded by the Developer.
c. That the public improvements required to be completed by the Developer in conjunction with the Town’s approval of the Final Plat (“Public Improvements”) and other obligations of the Developer shall be secured prior to recording the Final Plat. Said public improvements are described herein and the estimated cost thereof is set forth in Exhibit B, attached hereto and incorporated herein by this reference.

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

3. Subdivision Approval.

The Town hereby accepts and approves the subdivision of Developer’s property into five lots (consisting of three lots for immediate development, to be known as Lots 2, 3 and 4, as well two additional lots, Lots 1 and 5, which lots shall require additional future site plan approvals from the Town prior to any development being permitted as set forth in more detail below). The Final Plat shall be recorded on or before February 28, 2018 unless such timeline is extended by the Board of Trustees in its discretion for good cause shown.

All public street rights-of-way and utility easements shown on the Final Plat shall be dedicated to the Town on the Final Plat and also by separate general warranty deed concurrently with recordation of the Final Plat, and with owner’s title insurance coverage provided to the Town, all as required by the Approval Ordinance.

Construction and maintenance of all required public improvements within public rights-of-way and easements shall remain the obligation of the Developer until formal acceptance by the Town. After acceptance, the Town shall assume maintenance responsibility for all public improvements located within public streets and easements, with the exception that the Town will not accept maintenance responsibility for private water or sewer service lines.

Lots 1 and 5 shall be marked on the Final plat as “reserved for future development.” The Developer or any future owner of Lot 1 or Lot 5 shall be required to go apply for and obtain site plan approval from the Town prior to any development on Lot 1 or Lot 5. The process for such approval shall be determined by the site plan requirements set forth in the Town’s Unified Development Code (“UDC”) (Chapter 17 of the Municipal Code) in effect at the time of such development application. To the extent that additional public improvements will be required to support development upon Lot 1 or Lot 5, the Town may require separate additional improvements agreements at the time of site plan approval containing terms and conditions similar to those set forth in this Agreement for purposes of requiring and securing additional public improvements and public right-of-way and easement dedications that may be associated with future development of Lot 1 or Lot 5. No building permits or other development authorizations shall issue for development upon Lot 1 or Lot 5 until compliance with these
Likewise, the Town is contemporaneously approving a site plan for Lots 2, 3 and 4 contemporaneously with this Agreement, a copy of which is attached as Exhibit D. This approved site plan includes a new 60,000 s.f. grocery store with a two-lane drive through pharmacy upon Lot 2, a fueling station upon Lot 3, and a 9,600 s.f. (net leasable space) retail building upon Lot 4, as well as associated parking areas, landscaping, lighting, and drainage features. If a building permit is not issued for the new grocery store, and construction of the store does not commence within thirty (30) months of the date of recordation of the Final Plat, then the site plan approval for Lots 2, 3 and 4 shall be deemed to have lapsed, and Lots 2, 3 and 4 shall then be deemed to as reserved for future development in the same manner as Lots 1 and 5, unless/until a new site plan is approved by the Town in the same manner as outlined in the preceding paragraph above. At that time the Town shall have the right to require and secure any additional public improvements and right-of-way/easement dedications that may be associated with the scope of development contemplated by any such new site plan for Lot 2, 3 or 4. Additionally, should the proposed retail building upon Lot 4 not be constructed contemporaneously with the new grocery store upon Lot 2, then the site plan approval for the proposed retail building upon Lot 4 shall lapse if the retail building is not commenced within four (4) years of the date of recordation of the Final Plat. Finally, the Town has approved a variance for this project such that lot design standards may be applied cumulatively for Lots 2, 3 and 4 so long as such lots are developed and used pursuant to a common site plan. In order to assure compliance with these standards in the future, Developer acknowledges that these three lots may not be individually developed or redeveloped in the future unless all three Lots will individually and collectively continue to comply with applicable Town zoning and design requirements at the time of such redevelopment.


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 and in the Annexation Agreement (“Engineered Plans and Specifications”). In addition to the requirements expressly set forth in this Agreement and the Annexation Agreement, the Engineered Plans and Specifications include the documents listed below that are incorporated herein by reference:

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<thead>
<tr>
<th>Description</th>
<th>Sheet Number</th>
<th>Date</th>
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<tbody>
<tr>
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<td>G-CO.0</td>
<td>Feb. 2016</td>
</tr>
<tr>
<td>Document Type</td>
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<tr>
<td>Site Plan</td>
<td>G-C1.1</td>
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<tr>
<td>Grading Plan (South)</td>
<td>G-C2.1</td>
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<tr>
<td>Erosion Control Plan (Final)</td>
<td>G-C2.4</td>
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<td>Erosion Control Details</td>
<td>G-C2.5</td>
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<td>Offsite Waterline Plan – Water Main “A”</td>
<td>SE-C3.2</td>
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The Town Engineer and the Town Building Official shall have authority to require 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 Public Improvements
totals $2,742,867.62 according to the two cost estimates prepared and certified by a Colorado-
registered professional engineer that are attached as Exhibit B hereto (one in the amount of
$950,909.30 for the “onsite” Public Improvements to be located upon Lots 2, 3 and/or 4 and to
be constructed contemporaneously with a new grocery store to be located upon Lot 2, and
another in the amount of $1,791,958.32 for the “offsite” Public Improvements to be constructed
on Lots 1 or 5 and/or within adjacent public rights-of-way). The Public Improvements shall be
constructed and installed in accordance with the Engineered Plans and Specifications heretofore
approved by the Town. The Developer agrees to pay the entire cost of installation and
construction of all of such Public Improvements and shall install and construct the same within
thirty (30) months of the date of recordation of the Final Plat.

c. The Public 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

(ii) Drainage. All construction shall be in accordance with the
Drainage Reports prepared by Galloway & Company, Inc. dated February 12, 2016 and Sopris
Engineering, LLC and dated November 12, 2015, and submitted with the Engineered Plans and
Specifications identified in subsection 4.a, above, and approved by the Town as aforesaid. Upon
completion and approval by the Town, the drainage improvements and drainage systems for the
project, including the retention area and all the associated collection inlets and pipes in the
parking lot areas on Lots 2, 3 and 4, shall remain privately owned, and such improvements shall
be kept in good repair, including replacement as needed, by the owners of Lots 2, 3 and 4

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pursuant to a declaration of covenants that establishes an owners’ association and common assessments for these obligations.

(iii) **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 curb stop near the property line to the building by the owner(s) of the property or properties receiving service from such line. The Developer shall include the location and elevation of all individual water service lines installed in conjunction with the Public Improvements on the as-builts required in Subsection 4(b)(xii), below.

(iv) **Sanitary Sewage Collection System.**

(a) The Sanitary Sewage Collection System, including, by way of example, all sewer mains and laterals, shall be installed in accordance with the Engineered Plans and Specifications. The Developer shall include the location and elevation of all sanitary individual sewer services lines installed in conjunction with the Public Improvements on the as-builts required in Subsection 4(b)(xii), below.

(b) All sewer service lines, except as provided in this Subsection 4(c)(iv)(b), shall be owned and maintained from the main sewer line connection to the building by the owner(s) of the property or properties receiving service from such line.

(v) **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 approval prior to installation. The existing Xcel overhead power line along Main Street shall be placed underground at the time of development or re-subdivision of Lot 1. The applicant shall underground the overhead Holy Cross Electric line from the north property line to the south property line of the Development, including placing it under Main Street, as part of the Public Improvements.

(vi) **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.

(vii) **Underground Communication Systems.** Underground communication systems shall be installed in accordance with requirements and plans and specifications of CenturyLink and Comcast, as approved by the Town.

(vii) **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.

(viii) 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.

(ix) Soils Testing. A soils report prepared by Kumar & Associates, Inc. dated November 3, 2015 has been submitted to the Town. In addition to complying with such report, the following additional soils testing or reporting shall be required: (1) during construction of roads through the development, since there could be some local unstable materials, the Town Engineer shall inspect the subgrade by witnessing a proof rolling before any other road work proceeds with base course or pavement, as per section 4.3.22 of the Town’s Public Works Manual; and (2) the Town may require additional site-specific soils reports at the time of excavation upon inspection by the Developer’s engineer or Town Staff. Additional soils reports addressing foundations and dry wells shall also be required by the Town at the time of future development of Lots 1 and 5.

(x) 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.

(xi) Street Cuts. Except as otherwise provided in Section 12 below, any concrete street cuts made by the Developer shall be cut and replaced at existing construction joints, and only through the use of 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.

(xii) As-Builts (survey and GIS). Upon completion of the project, the Developer will have a Colorado-registered Professional Surveyor who has personally inspected the site prepare and submit to the Town one electronic copy of surveyed as-builts showing all of the public improvements constructed (with the exception of highway improvements within the Highway 133 right-of-way, but including utilities and any other improvements installed by the Developer within the Highway 133 right-of-way). 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 (excepting highway improvements within the Highway 133 right-of-way, but including utilities and any other improvements installed by the Developer within the Highway 133 right-of-way that would customarily be shown on a GIS as-built file, as determined by the Town Engineer) 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 to have an alternative Colorado-registered professional engineer perform these services.

(xiii) **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.

(xiv) **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.

(xv) **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.

(xvi) **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 C.**

(xvii) **Non-potable irrigation systems/Rockford Ditch relocation.** As part of the Public Improvements, the Developer shall construct two pressurized non-potable irrigation systems to be supplied by water from the Rockford Ditch, one sufficient to serve all landscaping within public rights-of-way, and the other sufficient to serve all landscaped areas upon Lots 2, 3 and 4. After acceptance, the system that serves public rights-of-way shall be owned, operated, and maintained by the Town. The other irrigation system that serves private areas shall be owned, operated and maintained by the Lot 2, 3 and 4 owners pursuant to a declaration of covenants that establishes an owners’ association and common assessments for these obligations. No more than a total of 1.6 acres of area may be irrigated upon Lots 2, 3 and 4, and all such outdoor irrigation shall be via a piped and pressurized non-potable irrigation system supplied by the Rockford Ditch to be constructed and maintained by the Developer or its successors-in-interest. Additional shares in the Rockford Ditch Association shall be conveyed to the Town by CRMS in order to satisfy water rights dedication obligations associated with the development contemplated by said site plans. No areas upon Lots 1 or 5 may be irrigated until site plans for these areas are approved by the Town in the future and additional shares in the Rockford Ditch Association are conveyed to the Town in order to satisfy water rights dedication obligations associated with the development contemplated by said site plans. Upon the future development of either of Lots 1 or 5, additional private non-potable irrigation systems/zones for these lots and/or irrigated areas within additional public rights-of-way shall be required, and no outdoor irrigation upon Lots 1-5 or public rights-of-way shall be supplied with potable water from the Town’s municipal system. Prior to recordation of the Final Plat, a final agreement between the
Developer and the Rockford Ditch Company for relocation of the Rockford Ditch and installing new diversion point(s) to supply the non-potable water systems for the Development shall be submitted to the Town. As part of the Public Improvements, Developer shall relocate the ditch in accordance with all terms and conditions of its agreement with the Ditch Company, and Developer shall hold harmless and indemnify the Town from and against any claims by the Ditch Company or its members concerning said ditch relocation. Prior to the Town’s acceptance of the Public Improvements, the Developer shall dedicate public easements to the Town as necessary to allow the Town permanent access to the source of water, electrical supply, and all pumps, pipelines and sprinkler heads associated with the irrigation system constructed to serve irrigated areas within public rights-of-way.

(xviii) **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 has historically been irrigated using the Rockford Ditch water rights that will be dedicated to the Town. 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.

(xix) **Fire protection.** A radio repeater shall be installed in the grocery store prior to issuance of a Certificate of Occupancy. The installation of the radio repeater shall be subject to the review and approval of the Carbondale & Rural Fire Protection District (“Fire District”). A “Knox” box shall be installed in the grocery store prior to issuance of a Certificate of Occupancy. The installation of the Knox Box shall be subject to the review and approval of the Fire District.

(xx) **The Developer shall prepare the materials, including mapping, necessary to submit an amendment to the Access Control Plan to the Colorado Department of Transportation (CDOT) and the Board of Trustees, prior to recordation of the Final Plat.**

(xxii) The proposed landscaping upon Lots 2 and 3 adjacent to Highway 133 and within the public right-of-way along the highway shall be designed to complement and be of similar palette to the landscaping design and materials established by DHM Design as part of the recent Highway 133 landscaping improvements (e.g. wood mulch versus rock mulch) for continuous and harmonious landscaping treatment along the Highway 133 frontage.

(xxii) At the time of any future development of Lot 5, the Developer or its successor may be required to dedicate public right-of-way necessary to establish a road connection from Lots 2 and 4 to the future Industry Way roundabout.
(xxiii) If the retail building to be developed upon Lot 4 is not constructed contemporaneously with the grocery store building to be developed upon Lot 2, all Public Improvements, landscaping, parking, and private road connection authorized for development upon Lot 4 shall be completed contemporaneously with the construction of the grocery store building upon Lot 2, with the exception of the retail building footprint area, which is defined as ten feet from the west edge of the proposed retail building, five feet north of the proposed north edge of patio area on the north side of the retail building, and five feet from the east storefront edge of the proposed retail building.

(xxiv) There shall be private access easements established across Lots 2 and 4 to allow internal project access between Lots 1 and 5 for the benefit of all Lots. These private access easements may be defined on the Final Plat or as part of the Declaration of Covenants for Lots 1 through 5. Maintenance and use of shared parking, snowplowing, lighting, and other common rights and obligations shall also be addressed by the Declaration of Covenants.

d. All Public Improvements associated with the Final Plat and other obligations of the Developer shall be secured prior to recording the Final Plat as set forth below. Said Public Improvements are described herein and the estimated costs thereof are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

e. All development fees required by the Approval Ordinance shall be paid to the Town on or before execution hereof by the Town.

f. Upon completion of portions of the Public Improvements, Developer will cause its engineers (who shall have been actively engaged in observing the construction of the Public Improvements and be registered in the State of Colorado) to provide a written certification that the Public 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.xii, above. The Town may withhold or suspend the processing of building permits, certificates of occupancy, or Phase Plats until all information required by this paragraph is provided to the Town.

5. Construction Management.

The Developer has submitted a Construction Management Plan to the Town prepared by Galloway & Company Inc. and Sopris Engineering, LLC dated March 9, 2016. The terms and conditions of such Plan 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 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 Public Improvements described below, or the use and maintenance of such Public 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 Public 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. Due to seasonal constraints, the Town agrees to consider separate acceptance of completion of required landscaping after other required Public Improvements are accepted, provided that: (1) between the time of acceptance of the other Public Improvements and the time of acceptance of the landscaping, the Town may continue to withhold a portion of the Security in to secure completion of the landscaping; (2) after acceptance of the landscaping by the Town, the Developer shall warrant the landscaping against all defects in materials and workmanship, including replacement of any trees or shrubs that should become dead or diseased, for two full growing seasons (defined to extend from April 1 through October 30 in two consecutive years) following acceptance; and (3) the Town may condition separate acceptance of landscaping upon the requirement that Developer provide additional warranty security as described below in Section 15 throughout the term of the required two-season warranty period.

9. Legal Compliance

The Developer shall comply with all state, federal and local laws, ordinances, rules, and regulations, including, by way of example, the Carbondale Zoning Code, Title 17 of the Carbondale Municipal Code pertaining to subdivisions, and the ordinances and regulations of the Town relating to streets, water lines, and sewer lines, including the Town’s Public Works Manual. The Developer shall also comply with the Unified Development Code if adopted by the Town subsequent to the date of this Agreement, to the extent that such is consistent with the terms of the Approval Ordinance, this Agreement, and the Site Plan for Lots 2, 3 and 4 that is being approved in connection with the Approval Ordinance. 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 those Public Improvements described in Section 4 above, such Public Improvements shall be the property of the Town, without further action of either party, except as otherwise herein provided. At time of acceptance, upon request of the Town, Developer shall provide the Town with a bill of sale conveying the Public Improvements, free and clear of any encumbrances, and an itemized list of the actual cost of construction of each of the Public Improvements.

11. Certificates and Permits

No certificate of occupancy shall be issued for or relating to any structure or improvement within the Development until full completion by the Developer of all Public Improvements within the Development as described in this Agreement, including all of the items on both of the engineer’s cost estimates attached hereto as Exhibit B. 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. Notwithstanding any other provision of this Agreement, a certificate of occupancy for Lot 2 shall not be unreasonably withheld, conditioned, or delayed if to the extent that (1) all of the “onsite” Public Improvements have previously been inspected, approved and accepted by the Town; and (2) the only “off-site” Public Improvement that remains to be inspected, approved and accepted by the Town is landscaping, which item may be deferred for later completion by the Developer, and inspection and acceptance by the Town, pursuant to Section 8, above.

12. Improvement Sequence

Public street improvements to be installed by the Developer shall not be installed until all master/main 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 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).

14. Completion by Town

In addition to all other remedies, upon default hereunder by the Developer, at its option the Town may undertake all work necessary to install and complete all the Public Improvements which the Developer must complete pursuant to Section 4 of this Agreement. 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.

15. Security

The Developer has prepared two engineered preliminary cost estimates for all Public Improvements to be installed by the Developer to be dedicated for the use of the public or in publicly conveyed land, rights-of-way and easements which shall be approved by the Town, prior to the recordation of the Final Plat. Copies of these preliminary cost estimates, one in the amount of $950,909.30 for Public Improvements upon Lots 2, 3 and 4, and a second in the amount of $1,791,958.63 for Public Improvements upon Lots 1 and 5 and within public rights of way, in the total amount of $2,742,867.93, are attached as Exhibit B and incorporated herein by this reference. To secure its obligations to install the Public Improvements described above, the Developer shall obtain and deliver to the Town the following security:

Prior to recordation of the Final Plat, Developer shall deliver two unconditional, irrevocable letters of credit, one in the amount of $950,909.30 and other in the amount of $1,791,958.63, for a total amount of $2,742,867.93 (“Security”). 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”) approved by the Town and shall, among other things, entitle the Town to draw on the Security by presentation to the issuing Bank of a certificate that the Developer is in default 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 of the Public Improvements 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 extensions for successive one year periods unless, at least 90 days prior to the then applicable expiration date, the Town receives notification from the issuing 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, the Developer will be allowed to apply for up to six partial releases of the Security. 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 installed and the amount of the Security for which a partial release is sought. The Developer's engineer shall certify that the Public Improvements for which the partial release of the security is sought have been installed 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, and provided that the Town Engineer certifies that, after the requested partial release, completion of all incomplete Public Improvements will remain adequately secured by the remaining Security, 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 may 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 Developer shall in no event be entitled to the release of more than ninety percent (90%) of the cost of Public Improvements prior to the completion and acceptance of all Public Improvements required hereunder. The Town’s 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 all required Public Improvements are 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 Public Improvements required by this Agreement (or that all required Public Improvements are complete other than landscaping), the
Developer shall have its engineer provide the Town Engineer with certification that all Public Improvements have been completed as to approved designs, all required as-builts (in both survey and GIS format), and a request for formal acceptance (provided that the Developer’s engineer shall separately request the Colorado Department of Transportation (CDOT) to accept completion of any highway improvements within the right-of-way for State Highway 133). The Town Engineer shall have forty five (45) days to provide the Developer’s Engineer with a list of any items requiring correction or completion. Any resubmittals shall be reviewed and approved or commented on in writing by the Town within forty five (45) days of receipt. Upon the Town Engineer’s satisfaction that all required Public Improvements are completed as required (or that all required Public Improvements other than landscaping are completed as required), CDOT’s confirmation of satisfactory completion of required highway improvements, and confirmation of receipt of all required as-builts, the Town Engineer shall have forty five (45) days to recommend to the Town’s Board of Trustees that the completed Public Improvements be formally accepted. Then, the Town shall have forty five (45) days to 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 Public 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 Security (as determined by the Town, in its discretion) shall remain in place (plus any additional amount retained by the Town to guaranty completion of landscaping), subject to the provisions of the of the following sentence, to benefit the Town. 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 secure the warranty, in amounts and forms acceptable to the Town.

The Developer recognizes and acknowledges that, despite the separate inventories of Public Improvements set forth on the two engineer’s cost estimates attached as Exhibit B, and the Town’s agreement to accept two separate letters of credit from two different lending Banks for the Security required to guaranty completion of the Public Improvements pursuant to this Agreement, this Agreement is for the purpose of requiring and guaranteeing the Public Improvements required to serve all five lots within the Development. The Developer further acknowledges and agrees that there will be no final acceptance of any of the required Public Improvements, any commencement of the required two-year warranty period following acceptance, or any issuance of any certificates of occupancy for buildings within the Development (other than Lot 2 as to which a certificate of occupancy may issue notwithstanding the incompletion of off-site landscaping pursuant to the provisions of Section 11, above), until all required Public Improvements are completed, inspected, and accepted pursuant to the terms of this Agreement.

16. Extension of Due Date

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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 approval ordinances and/or amendments to the Annexation Agreement, 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 those Public Improvements described in Section 4 above unless specifically approved by the Board of Trustees.

17. Non-Suit

The Town's approval of this Development shall not make it liable for any loss or damage suffered within or by use of the Development for any act, condition or omission occurring or arising out of or in connection with the Town's approval of the Development. 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 the Development.

18. 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 to a successor Developer of the entire Development and provision of replacement security acceptable to the Town pursuant to Section 15, above.

19. 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.

20. Breach by Developer; Town's Remedies

In the event of a 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 building 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 for the purpose of undertaking completion or remediation work on the Public Improvements 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 remediying the Developer’s default, including inspections, testing, and legal and engineering services. To the extent that the default relates solely to the “on-site” Public Improvements, then the Town’s right to draw upon the Security shall relate solely to the letter of credit or other approved warranty security posted for the “on-site” Public Improvements; conversely, to the extent that the default relates solely to the “off-site” Public Improvements, then the Town’s right to draw upon the Security shall relate solely to the letter of credit or other approved warranty security posted for the “off-site” improvements. However, to the extent that the Town reasonably believes that the default relates to both the “on-site” and the “off-site” Public Improvements, the Town’s rights to draw upon the Security shall extend to either or both letters of credit (or other approved warranty security) to the extent that the Town, in its sole discretion, deems necessary to cure the default.

d. The refusal to consider further development plans, building permits or certificates of occupancy within the Development.

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 where reasonably practicable to do so, the Town Manager shall provide the Developer and King Soopers/City Market ten (10) days prior written notice of intent to take any action under this
Section during which ten (10) day period, the Developer and/or King Soopers/City Market may cure the breach described in said notice and prevent further action by the Town.

21. 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 the subdivision of the Development, including, without limitation, indemnification against (1) any claims arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and any amendments thereof, and (2) any claims by any Bank that issues a letter of credit pursuant to this Agreement, any contractor or sub-contractor that construct any of the Public Improvements, or any successor(s)-in-interest to Developer with regard to the Town’s exercise of any of its remedies pursuant to Section 20, including any draw(s) by the Town, in its discretion, upon either or both letters of credit that comprise 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 with regard to the Approval Ordinance, the Final Plat, or any of the terms 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.

22. 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.

23. 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.

24. Modifications

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

25. 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.

26. 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.

27. 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.

28. Notice

All notices required under this Agreement shall be in writing and shall be hand-delivered, sent by certified mail, return receipt requested, postage prepaid, or sent overnight delivery via nationally recognized courier 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 or King
Soopers/City Market 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: Crystal River Marketplace, LLC
           c/o Briston Peterson, Manager, and Scott Miller, Manager
           20 Sunset Drive, Unit 1
           Basalt, CO 81621

King Soopers/ City Market: Drew Warot, Real Estate Manager
                           Dillon Real Estate Co., Inc.
                           65 Tejon Street
                           Denver, CO 80223

with a copy to: Jennifer K. Gothard, Senior Attorney
               The Kroger Co.
               1014 Vine Street
               Cincinnati, OH 45202-1100

29. 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.

30. Titles

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

31. 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.

TOWN:

THE TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: __________________________________
_________________________, Mayor

Date: ______________

ATTEST:

______________________________
Cathy Derby, Town Clerk
STATE OF COLORADO )
COUNTY OF GARFIELD )

The above and foregoing document was acknowledged before me this __________ day of ____________________ 2018, by __________________________, 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:

CRYSTAL RIVER MARKETPLACE, LLC
a Colorado limited liability company

By: _________________________________
    Briston Peterson, Manager

Date: ______________

STATE OF COLORADO  )
    ) ss.
COUNTY OF GARFIELD   )

The above and foregoing document was acknowledged before me this __________ day
of ____________________ 2018, by Briston Peterson as Manager of Crystal River Marketplace,
LLC, a Colorado limited liability company.

Witness my hand and official
My commission expires:

__________________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION

[INSERT]
EXHIBIT B

PUBLIC IMPROVEMENTS COST ESTIMATES

(one for “onsite” (Lots 2, 3 and 4) and one for “offsite” (Lots 1, 5 and public rights of way)

[INSERT]
EXHIBIT C

LANDSCAPE PLAN

[INSERT]
EXHIBIT D

APPROVED SITE PLAN
(FOR LOTS 2, 3 and 4 AND PUBLIC RIGHTS-OF-WAY)
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Memorandum

Item No: 12
Attachment: Q
Meeting Date: 2/13/18

TITLE: Town Lighting Code Overview

SUBMITTING DEPARTMENT: Planning

ATTACHMENTS: Chapter 17.5.10 Exterior Lighting

BACKGROUND

The adoption of the Unified Development Code also updated the lighting code to address current technologies such as LED lighting types.

Non-residential and mixed-use projects of 10,000 square feet or more are required to submit a lighting plan that shows conformance with the code, this is applicable to new development.

Existing properties shall consider the impacts of their lighting on their neighbor's property. Existing residential properties whose lighting impacts immediately adjacent properties, those within 300 feet will be required to comply with the code is a complaint is received. They then will have 45 days to bring their lighting into compliance.

Exempt Lighting

The following types of lighting are exempt from the code;

Holiday Lighting from November 1 to March 1.

Single family residential lighting located in soffits or wall mounted that have a light output of less than 1,000 lumens.

Municipal lighting that is temporary in nature but no longer then 60 days and for public safety.
Low Voltage landscape lighting on a timer that will turn the lights off on hour after the site is closed to the public.

Up lighting of art as approved by the Board.

**Lighting Zones Established**

The code established lighting zones, LZ0 through LZ3 for different parts of town and the type of lighting that is most beneficial to the zone, these areas range no ambient lighting allowed to high ambient lighting for public safety.

Light trespass standards were also established to minimize the trespass of light to adjacent properties. This can be achieved through the use of timers, photocells, motion sensors and timeclocks.

**Residential Lighting Standards**

In residential zones and all lighting zones, signs shall not be illuminated, light sources shall be shielded and not visible and flood lights are restricted.

**New Construction**

New construction shall have fully shielded down directed fixtures with a maximum wattage of 50 watts per fixture.

The code also establishes non-residential and mixed-use standards as illustrated in tables 5.10-1 and 5.10-2. It also requires that lights be dimmed as activity decreases.

**Standards for security lighting**

Security lighting shall be motion controlled after midnight.

**Illuminated Signs**

Standards for signs were also established controlling illumination levels and that signs be turned off at close or 9 p.m.

**Parking lot lighting**

Table 5.10-3 established standards for parking lot lighting.

Gas station standards were also established.

**Backlight, Upright and Glare ratings (BUG)**

5.10.11 established BUG ratings per lighting zone.
This is a general overview of the lighting code and staff would recommend that the Board review the lighting code and bring any questions to staff for clarification and to provide comments.

Prepared By: John Leybourne
5.10 **EXTERIOR LIGHTING**

5.10.1. **PURPOSE**

This section is intended to regulate exterior lighting to:

A. Permit the use of exterior lighting at the minimum levels necessary for nighttime safety, utility, security, productivity, enjoyment, and commerce;

B. Ensure exterior lighting does not adversely impact land uses on adjacent lands by minimizing light trespass, obtrusive light, and glare;

C. Ensure the safety of motorists by minimizing light spillage and glare onto adjacent streets;

D. Curtail light pollution and preserve the nighttime environment for the enjoyment of residents and visitors;

E. Protect the natural environment from adverse impacts of night lighting from gas or electric sources;

F. Recognize that new technologies in lighting have resulted in higher-efficacy light sources (lumens per Watt), and encourage the use of high-efficacy light sources to conserve energy and resources to the greatest extent possible;

G. Ensure security for persons and properties; and

H. Encourage citizens to use smaller light bulbs and avoid pointing them at neighbors.
5.10.2. APPLICABILITY

A. General/Applicability

1. All exterior lighting for any type of residential or nonresidential development shall comply with the standards of this Section 5.10 unless stated elsewhere in this UDC, stated in an approval of a development permit, required by federal or state law, or exempted in 5.10.2.D below.

2. All exterior lighting shall be installed in conformance with the provisions of this UDC, applicable Electrical and Energy Codes, and applicable sections of the Building Code.

B. Compliance

1. Nonresidential and Mixed-Use

   The applicant for any new nonresidential or mixed-use development of 10,000 square feet or more in building size shall submit a lighting plan, as specified in Section 5.10.3.B, at the time of building permit, appropriate land use application, or state electrical permit application.

2. Residential

   a. New Development

      All new properties shall be reviewed for compliance with the provisions of this section during the course of construction while a building permit is open. The Building Official will request specifics to ensure compliance with the requirements of this Section, such as: providing wattage, fixture descriptions, and placement details. Information may be required in a form suitable to the building department or through submission of a lighting plan as specified in Section 5.10.3.B.

   b. Existing Properties

      Property owners shall consider the impacts of their lighting on their neighbors' privacy. Existing residential properties whose lighting impacts immediately adjacent properties (those within 300 feet) will be required to comply with this Code if a lighting complaint is received by the Director. Existing residences receiving a complaint have 45 days to comply with this Section from the date of receipt of the complaint.

C. Nonconforming Lighting

   All existing outdoor lighting that does not conform to the requirements of this Section 5.10 shall be considered nonconforming. A property owner interested in bringing his/her lighting into compliance may request an onsite review of the property by the Town staff to identify specific concerns.

D. Exemptions and Variances

   1. Permitted Exemptions

      The following types of lighting are exempt from the requirements of this Section:

      a. Holiday Lighting

         Temporary winter holiday lighting that is illuminated only between November 1 and March 1 of each year in nonresidential zoning districts. Low-wattage holiday lighting is allowed in residential zoning districts between November 1
and March 1. Other temporary holiday lighting may be approved with an official request for exemption from the Town per paragraph 2, below.

b. Single-Family Residential
   Soffit or wall-mounted luminaires with a light output of less than 1,000 lumens and permanently attached to single-family residential dwellings, not to exceed the height of the eave.

c. Municipal
   Temporary municipal lighting installed for the benefit of public health, safety, and welfare, with a maximum duration of not more than 60 days.

d. Landscape Lighting
   Low-voltage landscape lighting controlled by an automatic device that is set to turn the lights off at one hour after the site is closed to the public or at a time established by an application approval.

e. Uplighting of Art
   Limited uplighting may be allowed by the Town to illuminate art installations. When upward aiming is used, low-wattage fixtures with shields shall be placed as needed, close to the art to minimize reflected light from surfaces that would be present from a flood design. All uplighting shall be subject to review and approval by the Board.

f. Other Exemptions
   i. Lighting for public monuments and statuary.
   ii. Repairs to existing luminaires not exceeding 25 percent of the total installed luminaires.
   iii. Temporary lighting for theatrical, television, performance areas, and construction sites.
   iv. Underwater lighting in swimming pools and other water features.
   v. Temporary lighting and seasonal lighting, provided that individual lamps are less than 10 watts and 70 lumens and that the space being lit is occupied.
   vi. Lighting that is only used under emergency conditions.

2. Exemption Procedure
   Exemption requests from the standards of this Section 5.10 may be granted through the following procedure:

   a. Exemption requests shall be formalized by letter to the Director requesting an exemption and submittal of a lighting plan as set forth in Section 5.10.3.B.

   b. The request shall be considered and may be granted by the Planning and Zoning Commission at a regularly scheduled meeting. The Commission may impose conditions on any approval so the purpose and intent of this Section 5.10 is met as well as any specific sections of this Code.

   c. Review by the Planning & Zoning Commission may include recommendations by a professional lighting consultant selected by the Town and paid for by the applicant.

   d. Exemptions shall be reviewed in accordance with:
i. Compliance with the purpose and intent of this Section and this Code; and

ii. Any special conditions of the applicant, circumstances, or hardships that warrant the exemption.

**5.10.3. GENERAL REQUIREMENTS**

**A. Establishment of Lighting Zones**

Lighting zones are established to determine the limitations for lighting as specified in this UDC. The lighting zones shall be as follows:

1. **LZ0 - No Ambient Lighting**
   
The LZ0 shall include areas where the natural environment will be seriously and adversely affected by lighting. Impacts include disturbing the biological cycles of flora and fauna and/or detracting from human enjoyment and appreciation of the natural environment. Human activity is subordinate in importance to nature. The vision of human residents and users is adapted to the darkness, and they expect to see little or no lighting. Lighting should be extinguished when not needed in the LZ0.

2. **LZ1 - Low Ambient Lighting**
   
The LZ1 shall include areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low light levels. Lighting may be used for safety and convenience but it is not necessarily uniform or continuous. Most lighting should be extinguished or reduced as activity levels decline.

3. **LZ2 - Moderate Ambient Lighting**
   
The LZ2 shall include areas of human activity where the vision of human residents and users is adapted to moderate light levels. Lighting may typically be used for safety and convenience but it is not necessarily uniform or continuous. Lighting may be extinguished or reduced as activity levels decline.

4. **LZ3 - Moderately High Ambient Lighting**
   
The LZ3 shall include areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security and/or convenience and it is often uniform and/or continuous. Lighting may be extinguished or reduced in most areas as activity levels decline.

**B. Lighting Plans**

Lighting plans including point-by-point calculations shall be submitted for any development of 10,000 square feet or more and/or 10 dwelling units or more. These calculations shall be performed by a registered professional engineer, lighting certified designer, manufacturer's representative, or manufacturer's application engineer. Lighting plans shall show the following:

1. The location and height above grade of light fixtures;

2. The type of light source (such as incandescent, fluorescent, high pressure sodium, metal halide, LED), rated lumens, and wattage of each light source;

3. The type of fixture (such as full-cutoff, cut-off, lantern, wall pack);
4. The Backlight, Uplight, Glare (BUG) rating for each fixture;

5. Calculations for site illumination resulting from the lighting, measured in foot-candles (see Exhibit 1 for examples) including minimum, maximum and average foot-candles and uniformity ratios;

6. If building walls are to be illuminated, or if façade-mounted fixtures are to be used, drawings of all relevant building elevations showing the fixtures and the portions of the walls to be illuminated calculated point-by-point and light levels; and

7. Other information deemed necessary to document compliance with the provisions of this Section.

C. Light Pollution Abatement: Light Trespass and Controls

1. Lighting Trespass

   In order to minimize light trespass onto neighboring properties, the maximum light level at a property line shall not exceed:

   a. Within residential zoning districts, and industrial and commercial properties bordering residential zoning districts: 0.2 foot-candles (fc); and

   b. Within nonresidential zoning districts: 0.3 fc. Commercial and industrial properties may trespass onto public rights-of-way at main entrances or exits to a level not to exceed 0.5 fc and to a level not to exceed 0.4 fc at other portions of the right-of-way.

   Light trespass shall be measured by vertical readings in foot-candles at the brightest point on the property line.

2. Controls

   To minimize the amount of excess lighting at night, the use of motion sensors, photocells, processor-based lighting control systems, astronomical timeclocks, and/or photocell/timers to control duration of nighttime illumination is encouraged.

   a. Automatic Switching Requirements

      Controls shall be provided that automatically extinguish all outdoor lighting when sufficient daylight is available using a control device or system such as a photoelectric switch, astronomical time switch, or equivalent functions from a programmable lighting controller, building automation system, or lighting energy management system, all with battery or similar backup power or device.

   b. Motion Sensors

      Sensors must be triggered by activity within the owner's property lines and should be used with incandescent, LED, fluorescent, or halogen lamps.

   c. Astronomical Timeclock

      These activate the light source at dusk and turn it off at a selected time several hours later, at or before dawn.

   d. Photocells

      Use of photocells is appropriate when illumination is required all night for safety, their use is otherwise discouraged. These controls are activated by sunlight, turning lights on at dusk and off at dawn and illuminate an area for the entire night.
5.10. EXTERIOR LIGHTING

CHAPTER 17.05: DEVELOPMENT STANDARDS

5.10.4. Residential Lighting Standards

5.10.4.B. General Standards for New Construction

D. Electrical Service

Electrical service shall be placed underground unless the fixtures are mounted directly on utility poles.

5.10.4. RESIDENTIAL LIGHTING STANDARDS

The following lighting standards shall be applicable to residential properties:

A. General Standards throughout All Residential Neighborhoods, Residential Zoning Districts, and all Lighting Zones

1. Signs

   Signs shall not be illuminated.

2. Glare

   All exterior lighting shall be designed so that the (bulb) point light source is not directly visible from adjoining properties or public rights of way. Placement of a fixture shall minimize light glare and trespass to an adjoining property—maximum of 0.2 fc at the property line.

3. At Critical Entrances or Common Areas

   Photocells may be used in these locations for multi-family properties to turn on lights at dark and to extinguish lights at dawn. Motion sensors are preferred for this use.

4. Flood Lights

   Flood lights shall be restricted as follows:

   a. The point light source shall not be visible from adjoining lots or streets.

   b. Lights shall be focused on the task, fully shielded, down-directed, and screened from adjacent properties in a manner that prevents light trespass.

   c. Incandescent light sources above 40W are prohibited. Use of LED sources is encouraged.

   d. Light level shall not exceed five foot-candles at grade.

   e. Flood lights shall be controlled by a motion sensor, astronomical timeclock, or building control system for uses after 10:00 p.m.

   f. LED floodlights shall not exceed 1,000 lumens per fixture and shall be controlled by a photocell, astronomical timeclock, or building control system.

B. General Standards for New Construction

1. Height

   Outdoor lighting shall be 14 feet or less in height. Second-floor balconies and outdoor stairways can be lit with fully shielded, down-directed fixtures. Site, roadway, and pedestrian lighting fixtures shall comply with BUG ratings in Table 5.10-4 to eliminate light output behind the luminaire.
2. Maximum Wattage
   Incandescent light sources including halogen shall not exceed 50 watts per fixture. LED light sources shall not exceed 20 watts per fixture. Outdoor lighting with HID light sources shall be prohibited.

3. Fixtures
   Fully shielded down-directed light sources are required. Point sources (bulbs) shall not be visible from adjoining properties or adjoining public rights of way. Clear, wavy, or seeded glass shall not be acceptable as shielding media. Frosted or translucent glass that does not show the light source is acceptable for retrofit applications.

C. General Standards for Pre-Existing Dwellings

1. Unshielded Light Sources
   Pre-existing unshielded light sources can be used, in which case the fixture lens must be fit or sprayed with a non-clear material and the total fixture wattage must be 40 watts or less for incandescent sources and 15 watts or less for LED sources.

2. Landscape Lighting
   Landscape lighting is limited to 20 watts incandescent or halogen, or 500 lumens for LED fixtures, per 150 square feet of landscaped area. Up-lighting is only permitted if the light distribution from the fixture is effectively contained by an overhanging architectural or landscaping element. Such elements may include awnings, dense shrubs, or tree canopies, which can functionally reflect illumination back to the ground. In such cases, the fixture is limited to 20 watts incandescent or halogen sources and 300 lumens for LED sources.

5.10.5. Nonresidential and Mixed-Use Lighting Standards

   A. General Requirements

   The following lighting standards shall be applicable to all nonresidential and mixed-use properties:

   1. Lighting Power Densities

      The lighting power densities for building exteriors shall comply with the standards in Table 5.10-1 below, based on IECC requirements:

      | Application                                           | Lighting Power Densities                          |
      |-------------------------------------------------------|--------------------------------------------------|
      | Parking lots and drives                               | 0.10 watts per square foot                        |
      | Walkways less than 10 feet wide                       | 0.8 watts per linear foot                         |
      | Walkways greater than 10 feet wide, plazas, and special feature areas | 0.16 watts per square foot                        |
      | Stairways                                             | 1.0 watts per square foot                         |
      | Main entries                                          | 30 watts per linear foot of door width            |
      | Other doors                                           | 20 watts per linear foot of door width            |
      | Canopies (free standing, attached, and overhangs)     | 0.4 watts per square foot                         |
      | Outdoor sales areas (including vehicle sales lots)    | 0.5 watts per square foot                         |
      | Automated Teller Machines (ATMs) and night depositories | 270 watts per location plus 90 watts per additional ATM location |
      | Entrances and gatehouse inspection stations at guarded facilities | 0.75 watts per square foot of uncovered area |
2. Point Source Light Not Visible

Outdoor lighting used to illuminate parking spaces, driveways, maneuvering areas, or buildings shall be designed, arranged and screened so that the point light source shall not be visible from adjoining lots or streets. See Table 5.10-4.

3. Lighting at Entrances and Storefront Windows

Maximum light level range including spillage from inside to outside shall be no more than 10 to 15 fc. Maximum light level reading shall be no more than 15 fc, measured at ground, between 2'-0" from the building façade and either the edge of the curb or 8'-0" from the building façade, whichever is closer to the building.

4. Maximum Foot-Candies for Specific Locations Other than Parking Lots

Maximum maintained illuminance shall not exceed the range specified below.

5. Reduce Light Levels with Reduced Activity

Exterior lighting shall be reduced after hours (at the close of business or servicing or by 9:00 p.m., whichever is later). Light levels in the IICC may be maintained until midnight or close of business or servicing, whichever is later. Also see specific standards for security lighting in Section 5.10.5.B and parking lot lighting in Section 5.10.6.

6. Walkways/Bikeways and Pedestrian Areas

Illumination is not required for these areas. If an applicant chooses to illuminate areas, the following standards apply:

a. The ground area shall be illuminated to a maximum level of five fc, no more than 0.5 fc average, measured at grade.
b. The vertical illumination level at a height of five feet above grade shall be no more than 0.5 fc.

c. Lighting shall be directed downward, pedestrian-friendly and fully shielded or with full cut-off luminaires. Light sources for luminaries mounted 12 feet above grade or lower shall have a maximum of 1,200 lumens. Light sources for luminaries mounted between 12 and 16 feet shall have a maximum of 3,000 lumens.

7. Lower Light Levels in Mixed-Use Areas and the LZ1 and LZ2 zones
Mixed-use areas that include residential occupancies shall comply with the residential standards on those floors or areas that are more than 50 percent residential based on square footage of uses.

8. Wattage Specifications
Maximum bulb wattage shall be 50 watts incandescent or 30 watts LED, maximum two bulbs per fixture. HID light sources are not recommended.

9. Fixture Types
Fixtures shall be fully shielded or full-cutoffs and in compliance with the appropriate BUG rating. In certain applications cut-off fixtures with louvers or shields may be used for aesthetic purposes. Barn lights, non-shielded wall packs, and floodlights or lights that are not aimed downward (as shown below in Figure 5.10.5-A) are prohibited.

Figure 5.10.5-A: Prohibited Light Fixture Designs

![Figure 5.10.5-A: Prohibited Light Fixture Designs](image)

Barn Lights  | Non-Shielded Wall Packs  | Floodlights or lights not aimed downward

10. Fixture Height
Outdoor lighting (except parking lot lighting) must be 16 feet or less in height unless it is:

a. Building-mounted lighting fully shielded, directed downward at a sign or building façade; or

b. Lighting on above grade decks or balconies shall be fully shielded.

B. **Nonresidential Security Lighting**
Security lighting is permitted. Security lighting shall be at a reduced level as activity decreases. After midnight, security lighting shall be motion-controlled.
1. Maximum Light Level
   Lighting for entrances, stairways, and loading areas shall not exceed five fc and for parking lots shall not exceed two fc. Other areas of specific security concern can be lit at a level not to exceed 1.5 fc.

2. Critical Entrances or Common Areas
   Photocells can be used in these locations for commercial, industrial and mixed-use properties to turn on lights at dark and to extinguish lights at dawn.

3. Light Trespass
   At property lines within the nonresidential zoning districts, trespass shall be limited to a maximum of 0.3 fc; properties bordering residential zones are limited to a maximum of 0.2 fc.

4. Permitted Security Lighting
   The following types of security lighting is permitted:
   a. Fully-shielded wall packs or other fixtures;
   b. Full cut-off fixtures on parking lot poles;
   c. Recessed lights under a canopy.

5. Floodlights Not Permitted
   Floodlights are prohibited as security lighting.

C. Nonresidential-Illuminated Signs
   Signs should not create glare or unduly illuminate the surrounding area.

1. Shut-off Time
   Signs more than 28 square feet shall be extinguished one hour after business is closed or completed servicing, or by 9:00 p.m., whichever is later.

2. Sign
   The applicant shall provide Town staff with a sign permit, sufficient technical and design information to demonstrate that the following provisions are met:
   a. Externally Illuminated Signs-Preferred Method of Illumination
      i. The average level of illumination on the vertical surface of the sign shall not exceed 10 foot-candles.
      ii. Point source of light shall not be visible to a passerby.
      iii. Lighting fixtures for illuminating signs shall be carefully located, aimed and shielded so that light is directed only onto the sign façade. Down directed lighting for signs is preferred. If ground mounted lighting is used, the light source must be fully shielded by landscaping or other means.
   b. Internally Lit Signs
      i. Illumination sources shall not exceed a total of 9,600 lumens.
      ii. Color-changing, animated signs are prohibited.
      iii. Signs with visible (unshielded) light-sources are prohibited, except for holiday lighting, fueling station pricing, or informational signs owned by the Town or other governmental agency.
iv. For boxed internally lit signs, backgrounds shall be dark with white, yellow, or light lettering.

v. Pan channel-lit signs are preferred versus internally-lit signs. White lettering is not permitted.

vi. Signs shall not be a means of distraction to drivers on adjacent roadways. Excessive glare, color-changing light sources, and visible lamps oriented toward the roadway are prohibited.

vii. Light produced by signs shall comply with light trespass thresholds listed elsewhere in this Section 5.10.

viii. Exterior sign lighting shall be reduced at the close of business or servicing, or by 9:00 p.m., whichever is later. Signs in the HCC may be maintained until midnight or close of business or servicing, whichever is later.

5.10.6. PARKING LOT LIGHTING

A. **Fixture Type**
   A maximum of two luminaires shall be allowed per lighting pole.

B. **BUG Ratings**
   All parking lot areas lighting shall comply with the BUG ratings in Table 5.10-4.

C. **Parking Lot Lighting Criteria**
   Light levels and standards for various zoning districts and lighting zones are as shown in the following table:
### Table 5.10-3: Parking Lot Lighting Criteria

<table>
<thead>
<tr>
<th>Mounting height (max.)</th>
<th>Industrial; LZ1</th>
<th>Commercial and Mixed Use; LZ2 and LZ3</th>
<th>Multifamily; LZ0</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16 ft.</td>
<td>20 ft.¹</td>
<td>14 ft.</td>
<td>Discouraged</td>
</tr>
<tr>
<td>Average light levels (at ground)</td>
<td>No more than 2.0 fc</td>
<td>No more than 1.5 fc</td>
<td>No more than 1.5 fc</td>
<td></td>
</tr>
<tr>
<td>Recommended average light level* (at ground)</td>
<td>No more than 0.4 fc</td>
<td>No more than 0.3 fc</td>
<td>0.3 fc</td>
<td>Discouraged</td>
</tr>
<tr>
<td>Allowable maximum light level (at ground)</td>
<td>No more than 6 fc</td>
<td>No more than 5 fc</td>
<td>No more than 5 fc</td>
<td></td>
</tr>
<tr>
<td>Uniformity ratio (maximum:minimum)</td>
<td>No more than 20:1</td>
<td>No more than 20:1</td>
<td>No more than 20:1</td>
<td></td>
</tr>
<tr>
<td>Uniformity ratio (average: minimum)</td>
<td>8:1</td>
<td>8:1</td>
<td>8:1</td>
<td></td>
</tr>
<tr>
<td>Control</td>
<td>Photocell/ timer</td>
<td>Photocell/ timer or motion sensor</td>
<td>Timer/motion sensor</td>
<td></td>
</tr>
<tr>
<td>More than ½ the fixtures off one hour after closing of active use or servicing or 9:00 p.m. whichever is later. Dimming systems that reduce light levels by 50 percent or more are acceptable.</td>
<td>More than ¼ the fixtures off one hour after closing of active use or servicing or 9:00 p.m. whichever is later. Dimming systems that reduce light levels by 50 percent or more are acceptable.</td>
<td>Shut off by timer by 11:00 p.m. Motion sensor control after shut off is permitted. Critical applications may be activated by photocell.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5.10.7. LIGHTING OF GASOLINE STATIONS

Lighting levels on gasoline station aprons and under canopies shall be adequate to facilitate the activities taking place in such locations. The following light levels shall apply:

A. **Aprons and Canopies**

1. **Light Levels**

   Areas around the pump islands and under canopies shall have average illumination as:

   a. Areas with dark surroundings (less than one fc): no more than five fc average, 20 maximum;
CHAPTER 17.05: DEVELOPMENT STANDARDS

5.10. Exterior Lighting

5.10.8. Prohibited Lights

5.10.8.C. Building Illumination

b. Areas with light surroundings (more than two fc); no more than ten fc average, 40 maximum, uniformity ratio (average:minimum) shall not exceed 4:1.

2. Fixture and Lamps

Lighting shall be provided with fully shielded fixtures. Light fixtures mounted under canopies shall be recessed with flat lenses so that the lens cover is flush with the bottom surface (ceiling) of the canopy.

3. Lights on Top or Sides

Lights shall not be mounted on the top or sides of the canopy. The sides (fascias) of the canopy shall not be illuminated for any purpose with the exception of permitted signs as in Section 5.9, Signs.

4. Retrofits

Existing fixtures may be retrofitted with metal side shields which extend below the bottom of the lens to fully shield fixtures and to avoid light shining from the side of the canopy. Canopies with drop sides may also be used to hide fixtures and to eliminate glare from the side of canopy.

B. Other Areas in the Gas Station

1. Areas on the apron away from the gasoline pump islands, used for parking or vehicle storage, shall be illuminated in accordance with the requirements for parking areas.

2. Maximum light levels range for driveways and service areas (other than pump islands) are 1.5 - 3 fc. Average light levels at areas other than pump islands:
   a. Areas with dark surroundings (less than one fc); not more than 1.5 fc, five maximum.
   b. Areas with light surroundings (more than two fc); no more than two fc, seven maximum.

5.10.8. PROHIBITED LIGHTS

This section identifies applications of lighting that cause glare, decrease our ability to see in dark, low-level ambient light environments, or produce unattractive lighting environments or excessive light pollution. These types of lighting are prohibited.

A. Roof Lights

Light sources shall not be affixed to the top of a roof, except where required by building code requirements.

B. Unshielded Light Sources

This type is prohibited except as listed in residential section.

C. Building Illumination

Flood illumination of buildings shall be prohibited from the ground or on pole mounted lights or by lights mounted on adjoining structures. Buildings with exceptional symbolic (i.e. churches or public buildings) or historical significance may request exemptions to this prohibition.
D. **Nuisance Lights**

Lights that flash, move, revolve, blink, flicker, vary in intensity, or use intermittent electrical pulsation are prohibited unless specifically approved as part of the lighting code exemption. (Winter holiday lights are exempt).

E. **Other Lamps**

Mercury vapor and low-pressure sodium lighting shall be prohibited.

F. **Architectural Lighting**

Linear lighting such as: fluorescent awnings, rope light, or neon shall be fully shielded so that the light source is not visible.

### 5.10.9. OUTDOOR RECREATIONAL FACILITIES

If a recreational facility is requesting lighting for nighttime activities, the applicant must follow the exemption process and the following provisions apply:

A. **Lighting Plan**

Lighting for outdoor recreational facilities, a full lighting plan as per Section 5.10.3.A shall be submitted.

B. **Condition**

Conditions placed on the lighting for the recreational facility may include: limited hours of operation, limits on lighting intensity, specific requirements for fixture design and others.

C. **Light Trespass**

Designs shall limit light trespass on surrounding neighborhoods. Floodlights in this application shall not be aimed above 62 degrees from vertical. In order to minimize light pollution and light spillage into the neighborhood, the lights shall have louvers and external shields.

D. **Maximum Wattage**

Wattage of lamps shall be 250 watts HID or less.

### 5.10.10. STREET LIGHTING

All lighting illuminating public rights-of-way, easements, and private streets shall comply with the following standards:

A. All light fixtures shall be compliant with BUG ratings in Table 5.10-4.

B. Maximum fixture height shall be 16 feet. Street lights located at opposing corners of intersections may be permitted to a maximum height of 25 feet.

C. A minimum of four times the mounting height of the light source shall be maintained between street light fixtures. Exemptions to this standard may be considered when fixtures are located on opposing corners of an intersection, at a pedestrian crosswalk, or where other unique conditions exist. Such exemptions shall only apply when the fixture type, placement, and light intensity are modified to comply with the intent of the minimum spacing requirement.

D. Fixture types shall be selected from a list of Town-approved designs. Such list will be approved by the Board of Trustees.
5.10.11. **BACKLIGHT, UPLIGHT, AND GLARE (BUG) RATINGS**

**A. Components of BUG Ratings**

The components of BUG ratings are based on IES TM-15-07 (revised) described below and shown in Figure 5.10.11-A.

1. **Backlight**
   Backlight creates light trespass onto adjacent sites. The B rating takes into account the amount of light in the BL, BM, BH, and BVH zones, which are in the direction of the luminaire opposite from the area intended to be lighted.

2. **Uplight**
   Uplight causes artificial sky glow. Lower uplight (zone UL) causes the most sky glow and negatively affects professional and academic astronomy. Upper uplight (UH) not reflected off a surface is mostly energy waste. The U rating defines the amount of light into the upper hemisphere with greater concern for the light at or near the horizontal angles (UL).

3. **Glare**
   Glare can be visually disabling. The G rating takes into account the amount of frontlight in the FH and FVH zones as well as BH and BVH zones.

**B. BUG Ratings by Lighting Zone**

<table>
<thead>
<tr>
<th>Table 5.10-4: BUG Ratings by Lighting Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lighting Zone</strong></td>
</tr>
<tr>
<td><strong>Allowed Backlight Rating</strong>&lt;sup&gt;[1]&lt;/sup&gt;</td>
</tr>
<tr>
<td>Greater than two mounting heights from property line</td>
</tr>
<tr>
<td>Between one and two mounting heights from property line, and ideally oriented&lt;sup&gt;[2]&lt;/sup&gt;</td>
</tr>
<tr>
<td>Between 0.5 and 0.99 mounting heights from property line, and ideally oriented&lt;sup&gt;[2]&lt;/sup&gt;</td>
</tr>
<tr>
<td>Less than 0.5 mounting heights to property line, and properly oriented&lt;sup&gt;[2]&lt;/sup&gt;</td>
</tr>
<tr>
<td><strong>Allowed Uplight Rating</strong></td>
</tr>
<tr>
<td>Allowed percent light emission above 90 degrees for street or area lighting</td>
</tr>
</tbody>
</table>

<sup>[1]</sup> The minimum level of glare is 20%.

<sup>[2]</sup> The minimum level of glare is 10%.
### Table 5.10-4: BUG Ratings by Lighting Zone

<table>
<thead>
<tr>
<th>Allowed Glare Rating</th>
<th>Lighting Zone 0</th>
<th>Lighting Zone 1</th>
<th>Lighting Zone 2</th>
<th>Lighting Zone 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any luminaire not ideally oriented with between one and two mounting heights to any</td>
<td>G0</td>
<td>G1</td>
<td>G2</td>
<td>G3</td>
</tr>
<tr>
<td>property line of concern[1]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any luminaire not ideally oriented with between 0.5 and 0.99 mounting heights to</td>
<td>G0</td>
<td>G0</td>
<td>G1</td>
<td>G1</td>
</tr>
<tr>
<td>any property line of concern[2]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any luminaire not ideally oriented with less than 0.5 mounting heights to any</td>
<td>G0</td>
<td>G0</td>
<td>G0</td>
<td>G0</td>
</tr>
<tr>
<td>property line of concern[3]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

1. For property lines that abut public walkways, bikeways, plazas, and parking lots, the property line may be considered to be 5 feet beyond the actual property line for purpose of determining compliance with this section. For property lines that abut public roadways and public transit corridors, the property line may be considered to be the centerline of the public roadway or public transit corridor for the purpose of determining compliance with this section. This adjustment is relative to backlight and glare only and shall not be used to increase the lighting area of the site.

2. To be considered "ideally oriented," the luminaire must be mounted with the backlight portion of the light output oriented perpendicular and towards the property line of concern.

3. Any luminaire that cannot be mounted with its backlight perpendicular to any property line within 2 times the mounting heights of the luminaire location shall meet the reduced Allowed Glare Rating in the table.
Board of Trustees Agenda Memorandum

Item No: 13R
Meeting Date: February 13, 2018

TITLE: 2018 Chip Seal Program Contract

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: 2018 Chip Seal Agreement

BACKGROUND
The Town of Carbondale placed an advertisement in the Sopris Sun requesting quotations for the 2018 Chip Seal Program. The request for quotations was also posted on the Town’s website.

DISCUSSION
The 2018 Chip Seal Program consists of applying oil and chips to approximately 48,310 square yards of Town streets. In addition, the paved areas around the waste water plant will also be chip sealed. The 2018 Program will address streets shown on the map in Attachment “A” of the agreement.

The low quote for the project was $2.03 per square yard which compares to last year’s low quote of $2.48 per square yard. This is a reduction of approximately 18%. There are a couple of potential reasons for this related to changes in the specifications and methods compared to previous years.

First, the oil and aggregate specifications were changed to align to industry standards. This year we specified a polymerized oil that is used nationwide in climates similar to ours (large temperature fluctuation between lows in the winter and highs in the summer) and is readily available from local sources. This year we also changed the aggregate gradation specification to align with CDOT specifications versus a special gradation that was more expensive. The change to the oil and aggregate is expected to provide as good or better results as those used in previous years.

The second change, and likely the most apparent to most residents and business owners will be that we will not be fog sealing over the chip seal as we have in the past. Historically, fog sealing was done for two reasons: aggregate retention
and aesthetics. The aggregate retention issue will be addressed by the use of polymerized oil which greatly improves the aggregate retention versus non-polymerized oils. The aesthetics of the roads will be different this year than in past years as the surface will have more of an exposed aggregate look to it versus the more traditional look of pavement given by the fog seal. Neither of these changes are expected to be detrimental to the longevity and functionality of the chip seal.

Three quotations were received for this year's work as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>GMCO, LLC</td>
<td>Rifle, CO</td>
<td>$2.03</td>
<td>$98,069.30</td>
</tr>
<tr>
<td>United Companies of Mesa County</td>
<td>Grand Junction, CO</td>
<td>$2.48</td>
<td>$119,808.80</td>
</tr>
<tr>
<td>LeGrand Johnson Construction Company</td>
<td>Grand Junction, CO</td>
<td>$3.64</td>
<td>$175,848.40</td>
</tr>
</tbody>
</table>

GMCO has performed chip sealing for the Town for many years. They have been good to work with, and have provided a high-quality end product for the Town. Staff recommends that the Board accept GMCO’s bid for the project and authorize the Mayor to execute the attached agreement for the work.

**FISCAL ANALYSIS**

The unit price for this year’s chip sealing is approximately 18% lower than last year. The 2017 budget contains $175,000.00 for the Street Resurfacing Program.

**Crack Sealing Program Cost:**

- Application cost at $1.16/pound $17,400
- Estimated Bituminous material cost $12,000
- Crack Sealing Program Cost $29,400

**Total Street Surface Program Cost:**

- Crack Sealing Program cost $29,400.00
- Chip Seal Program cost @ 2.03/sqyd $98,069.30
- Estimated Street Surface Program cost $127,469.30
- Street Surface Program budget $175,000.00

**RECOMMENDED MOTION**

Staff recommends that the following motion be approved: I move to award the 2018 Chip Seal Program bid to GMCO, LLC with a unit price of $2.03 per square yard and authorize the Mayor to sign the attached agreement.

Prepared by: Kevin Schorzman

______________________________
Town Manager
2018 Town of Carbondale
Chip and Seal Program

CONSTRUCTION AGREEMENT
(unit prices)

THIS AGREEMENT is entered into by and between GMCO, LLC, a Colorado Limited Liability Company, P.O. Box 1480, Rifle, CO 81650 ("Contractor"), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation ("Town"). This Agreement is to be effective February 13, 2018, regardless of the date of signature(s) below.

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

1. **Work.** The Town desires to complete chip seal improvement work, within the Town of Carbondale as described in Attachment A. All of the Work will be directed and overseen by the Town’s Public Works Director. Contractor is willing to perform this Work upon request of the Public Works Director at the rates set forth in Attachment B.

2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the unit prices for chip and seal application set forth on Attachment B ("Contractor’s Compensation"). Contractor shall provide the Town with a performance and payment bond in an amount no less than 100% of the cost of the project in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond shall be included in the unit price for the work performed, and shall not be compensated directly.

3. **Payment.** In consideration for Contractor’s performance of the Work, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor’s Compensation shall be payable to Contractor in one payment for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Town shall make said payment for the Work to Contractor no later than thirty-one (31) days after the Work is completed and accepted by Town. It shall be a condition precedent to the payment of Contractor that Contractor submits waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Title to all materials shall pass to Town upon final payment. Town may make the check for full and final payment payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor’s Compensation.

4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor’s personnel, any subcontractors, and operations.

5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor’s records relating to this Agreement or the Work.

6. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
The Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, “Basic Pilot Program” is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

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(2).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Timing.** Time is of the essence. All Work shall be completed by Contractor between May 15, 2018, and June 30, 2018, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor.

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

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

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

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

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

17. Termination.

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

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

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

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

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

20. Town Budgeting/TABOR compliance. The Town has appropriated funds out of its 
2017 budget in the amount of Contractor's Compensation. Nothing in this contract shall be 
construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change 
order shall issue which causes the aggregate amounts to be paid by the Town pursuant to this 
contract to exceed the amount appropriated.

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

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

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

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

To the Town:

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

Copy to:

To Town Attorney
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

To Contractor:

To Jim Terry, Member
GMCO, LLC
P.O. Box 1480
Rifle, CO 81650

25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13th day of February, 2018.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: ____________________________
Dan Richardson, Mayor

ATTEST:

__________________________

CONTRACTOR:

GMCO, LLC, a Colorado Limited Liability Company

By: ____________________________
Jim Terry

STATE OF COLORADO  )
COUNTY OF GARFIELD  ) ss.
The foregoing AGREEMENT was acknowledged before me this ___ day of __________, 2018 by ____________________________

Witness my hand and official seal.

My commission expires: _______________________

__________________________
Notary Public
# ATTACHMENT “A”

2018 Town of Carbondale Chip Seal Program
STREET LISTING

<table>
<thead>
<tr>
<th>Road</th>
<th>Square Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dolores Way</td>
<td>6,230</td>
</tr>
<tr>
<td>Buggy Circle</td>
<td>3,560</td>
</tr>
<tr>
<td>Indica Way</td>
<td>1,100</td>
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<tr>
<td>Eastbank Point</td>
<td>860</td>
</tr>
<tr>
<td>Capitol Avenue</td>
<td>1,450</td>
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<tr>
<td>Maroon Drive</td>
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</tr>
<tr>
<td>Maroon Place</td>
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</tr>
<tr>
<td>Crystal Circle</td>
<td>3,830</td>
</tr>
<tr>
<td>Marble Court</td>
<td>2,020</td>
</tr>
<tr>
<td>West Ridge Court</td>
<td>1,590</td>
</tr>
<tr>
<td>Cara Court</td>
<td>1,030</td>
</tr>
<tr>
<td>Graceland Drive</td>
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</tr>
<tr>
<td>Holland Drive</td>
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</tr>
<tr>
<td>Melissa Lane</td>
<td>2,550</td>
</tr>
<tr>
<td>Vito’s Way</td>
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</tr>
<tr>
<td>Ash Lane</td>
<td>790</td>
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<tr>
<td>Keator Road</td>
<td>2,410</td>
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<tr>
<td>Linden Circle</td>
<td>1,910</td>
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<tr>
<td>Main Court</td>
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**Total:** 48,310
Town of Carbondale
2018 Chip Seal Program Bid Form

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chip Seal Surfacing</td>
<td>48,310</td>
<td>SQYD</td>
<td>$2.03</td>
<td>$98,562.30</td>
</tr>
</tbody>
</table>

Unit Price in words: two dollars and three cents per square yard

Note: When evaluating the bids, any discrepancy between the listed Unit Price and Total will be settled in favor of the Unit Price in words.

Bid submitted on behalf of: CD&O LLC of Colorado

(Company)

Bid submitted by: Jim Terry, Manager

(Name and title of authorized agent)

Date of bid: February 6, 2018
Board of Trustees Agenda Memorandum

Item No: 14S

Meeting Date: February 13, 2018

TITLE: Approve Agreement with LBA Associates-Waste Diversion Consulting Services

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: LBA Associates Proposal
LBA Associates Agreement

BACKGROUND
The Town has had several discussions over the past six months related to solid waste and potential code amendments related to waste hauling. At the meeting on September 26, 2017, the Board identified the top three priorities that amendments to the code should address. They were:

- Regulations protecting bears
- Waste diversion and managing our waste stream
- Address the number of trucks on the road

DISCUSSION
LBA Associates is a Denver-based company that specializes in assisting communities that are attempting to move from a more traditional disposal-based waste management system to one that maximizes their diversion potential. Laurie Batchelder Adams has worked with communities on the front range as well as the western slope. She is currently working with Pitkin County to update their Waste and Recycling Ordinance. Her familiarity with processes related to waste hauling, recycling and diversion, as well as her familiarity with communities and waste haulers in the Roaring Fork Valley make her uniquely qualified to help the Town through its own discussion, outreach and decision-making process.

To that end, we have reached out to Laurie and asked that she provide a proposal to help Carbondale with our process. Her proposal is attached and includes six tasks and associated costs for each task. As noted, the costs may be less than stated in the proposal if we can coordinate with her based on her availability due to already being in the area to work with Pitkin County.
FISCAL ANALYSIS
The maximum cost for this proposal is $18,700. The Town’s Disposable Bag Fee Fund has adequate resources to fund this proposal, and use of these funds for this purpose is consistent with the uses established when the fund was created.

RECOMMENDED ACTION
Staff recommends the following motion: I move to approve the attached agreement with LBA Associates and authorize the Mayor to execute it with costs associated with the agreement being paid from the Disposable Bag Fee Fund.

Prepared by: Kevin Schorzman

______________________________
Town Manager
February 7, 2018

Ben Bohmfalk, Trustee
Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

RE: Carbondale Solid Waste Collection Strategy – Proposed Scope of Work & Budget

Dear Ben and Jay:

Based on our conversation last week, I've laid out a sequential list of tasks that I think will best serve the Town of Carbondale as it explores – and ideally develops – a single-hauler collection system. While it is possible that the political process does not support a single-hauler outcome, the intention of this project will be to build the necessary Trustee comfort level, public understanding and hauler acceptance to achieve that objective.

SCOPE OF WORK
This scope is subject to modification as the project proceeds.

Task 1 Research & Early Decisions – Activities can be completed by staff/attorney with minor exceptions:
- Research the policy process and hauler systems in Rifle, Newcastle & Silt – LBA will provide a list of questions
- Review Colorado CRS 30-15-401 to confirm the process for municipalizing the collection of solid waste and verifying the legality of districting contracted service
- Determine which customers will be impacted by municipalization (i.e., define the residential customer)

Task 2 Identify the Probable Components of a Single-Hauler System – This should include:
- Clear statement of Town’s goals – e.g., increased organics recovery, equitable pricing, less truck traffic on neighborhood roads and decreased wildlife issues
- Listing of the key components that the Town hopes to build its system around (but may be willing to compromise on) – e.g., number of districts, Town billing, incorporation of wildlife-preventative containers, variable rate structure, minimum recycling container sizes, organics collection, flow control, applicability to homeowner associations, public outreach, etc.)

This work would most likely be conducted during a working meeting with staff to review options, consider how other communities have failed/succeeded and establish an initial list that can be used to aid in conversations with Trustees, haulers and the public. LBA can bring experience from other communities and suggestions for outlining an approach, as well as compile a one- to two-page summary that can easily be revised as the project progresses.

LBA ASSOCIATES, INC.
2186 S. Washington St., Denver, Colorado 80210  303-733-7943  laurie@lbaassoc.com
Task 3 Initial One-on-One Meetings with Haulers – Ideally these meetings will be held early in the project before this issue becomes a popular public dialogue. They will solicit hauler feedback and work on obtaining – if not buy in – at least acceptance of the Town’s need to improve service and safety, control costs and reduce road damage and wildlife incidents. These meetings should include Town staff and LBA if possible (LBA’s neutral, third-party role is typically an advantage in these discussions):

- Assume at least four hauler meetings – all held in Carbondale over a one- to two-day period
- These should be established as information-gathering meetings (with no pre-determined absolutes) - and encourage a “how do we work together to achieve the Town’s goals” dialogue

Task 4 Trustee Work Session – This should be an interactive training session to quickly but comprehensively help the Trustees develop a reasonable understanding of the policy, operational and cost issues that will likely arise during the public process to get them as comfortable as possible with both the subject matter and expected meeting dynamics. Staff and the Town’s attorney should participate if possible. LBA can prepare and conduct a slide-based session focused on:

- Basics of open market versus single-hauler collection, mandatory single-stream recycling, organics collection, PAYT logistics and pricing, etc.
- Probable arguments of “nay-sayers” – the passion of this group when the status quo is threatened cannot be over-estimated

The Trustees’ ability to feel comfortable with this project will provide better project support with clearer boundaries and will also encourage the public to view Town leadership with greater credibility and confidence. I share this not because I doubt the Trustees’ ability to do a good job – but because I have seen other city councils in Colorado fail to take this step and lose control of the process completely.

Task 5 Public Meetings – Once hauler input has been obtained and the Trustees are prepared, the public process can be conducted. Public meetings should be well-advertised and groups who don’t typically participate in public forums (such as HOAs, apartment building residents/managers, outlying neighborhoods and ethnic groups) should be specifically invited. Haulers will attend as well. There should be two or three meetings to accommodate all schedules and parts of the town (they could also be organized to bridge Trustee districts). Each meeting should be attended by staff and one or two Trustees, and include:

- Introduction of project goals by Town
- Short presentation of project description and key components (by staff and/or LBA)
- Facilitated dialogue that includes haulers and public (again, LBA’s neutral role is helpful for facilitating discussions between local government and their service stakeholders)

This initial round of meetings will inform the Town about the need for additional stakeholder meetings. If we’ve prepared adequately, the outcomes of these five tasks should be sufficient for beginning the procurement task.

Task 6 Procurement – It is recommended that the Town select a hauler(s) through a Request for Proposal (versus Request for Bid) process to focus on service and responsiveness as well as cost. This will likely require:
TOWN OF CARBONDALE SOLID WASTE COLLECTION STRATEGY

- Drafting the RFP document
- Pre-proposal meeting
- Review of submitted proposals
- Proposer interviews
- Contract negotiation

As staff are undoubtedly familiar with the procurement and contracting process, it is probable that LBA’s role could be limited to assistance with the technical scope part of the RFP, the pre-proposal meeting and proposal reviews.

CONSULTANT EXPENSES
LBA’s labor costs are straight-forward with a flat hourly rate of $135. The table below provides an estimate of labor costs and travel costs with a not-to-exceed total of $18,700. Travel costs assume all travel is for the Carbondale project. It is possible, however, that some travel will overlap with LBA trips to the Roaring Fork Valley for Pitkin County work through 2018. This will allow a reduction in expenses billed to the town. We anticipate that invoicing and payment will be on a time and materials basis up to the not-to-exceed project total.

<table>
<thead>
<tr>
<th>TASK</th>
<th>LABOR</th>
<th>MAXIMUM TRAVEL COSTS</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Research &amp; Early Decisions</td>
<td>$500</td>
<td>$0</td>
<td>$500</td>
</tr>
<tr>
<td>2 Identify Components</td>
<td>$1,900</td>
<td>$800</td>
<td>$2,700</td>
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<tr>
<td>3 Hauler Meetings</td>
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<td>$1,100</td>
<td>$2,700</td>
</tr>
<tr>
<td>4 Trustee Work Session</td>
<td>$1,900</td>
<td>$800</td>
<td>$2,700</td>
</tr>
<tr>
<td>5 Public Meetings</td>
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<td>$1,100</td>
<td>$3,600</td>
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<tr>
<td>6 Procurement</td>
<td>$5,700</td>
<td>$800</td>
<td>$6,500</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$14,100</strong></td>
<td><strong>$4,600</strong></td>
<td><strong>$18,700</strong></td>
</tr>
</tbody>
</table>

*Travel driving labor discounted 50%*

*Overnight lodging is assumed for Tasks 3 and 5 only*

*Expenses includes no mark-up*

*Mileage costs based on the federal GSA reimbursement rates*

Please don’t hesitate to let me know if there are any questions concerning the scope of work or budget. I look forward to helping Carbondale establish a collection system that achieves all its goals while maintaining good hauler relationships and a satisfied public. Thank you for considering LBA Associates.

Sincerely,

Laurie Batchelder Adams, President
AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the 13th day of February, 2018 between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation ("Town"), and LBA ASSOCIATES, INC., a Colorado Corporation ("Consultant").

WITNESSETH:

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

1. **Scope of Agreement.** Consultant agrees to provideConsulting Services, as more fully identified in the Carbondale Solid Waste Collection Strategy Proposal dated February 7, 2018, for the Town of Carbondale, Colorado.

2. **Consideration.** The Town agrees to compensate Consultant for its' fees and services in an amount as established within the Consultant’s submittal for the scope of work identified in the above-mentioned proposal. A project budget which includes a not-to-exceed without prior authorization cost has been included in the proposal. However, actual billing and payment will be on a time and materials basis based on the Consultant’s current fee schedule. In no case will the project billing exceed the approved budget unless agreed to by the Town in advance. The Town will not agree to additional project billing unless the scope of the original project has changed significantly. Work beyond the scope of work shall be performed on a time and materials basis based upon the hourly rates submitted to the Town. All work shall be approved by the Town prior to incurring costs on a project.

3. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend until completion of the project unless earlier terminated pursuant to paragraph 12, subject to and conditioned upon annual budgeting by the Town for Consultant’s services pursuant to Section 10, below. Should the Town fail to budget for Consultant’s services in any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated by the Town for at any time pursuant to Section 12, below.

4. **Non-Exclusive.** This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant.
5. **Status.** Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.

6. **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. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. Consultant does not guarantee that the documents and products are without error. However, the Consultant does agree to reimburse the Town for costs incurred by the Town attributable to the Consultant’s negligent errors.

7. **Indemnity.** Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town, or incurred by the Town in defense of any claim (including reasonable attorneys’ fees, costs or expert witness fees), related to the professional negligence or intentional wrongful conduct of Consultant or its sub-consultants, and their respective officers, employees and agents.

8. **Insurance.** Consultant and any sub-consultants shall maintain insurance sufficient to indemnify the Town from the Consultant’s actions pursuant to the preceding Section 7, above. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the District, its officers or employees.

9. **Governmental Immunity/TABOR.** 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 nothing in this contract shall be construed as a multi-year financial obligation of the Town.

10. **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 has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. (For the purpose of this paragraph, “Basic Pilot Program” is defined to mean the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Contractor is not accepted into the Basic Pilot Program prior to executing this contract, the Contractor shall apply to participate in the Basic Pilot Program every three months until the contractor is accepted or this contract has been completed, whichever is earlier. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the Basic Pilot Program is discontinued.

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(2).

11. 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. 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.

12. 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 termination.
13. **Agreement Administration and Notice.** For purposes of administering this Agreement, the Town Manager hereby appoints the Carbondale Public Works Director, to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: 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 the Consultant: Laurie Batchelder Adams, President  
LBA Associates, Inc.  
2186 S. Washington Street  
Denver, CO 80210

14. **Responsibilities.** Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.

15. **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.

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

17. **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.

18. **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 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 hereunto set their hands this 13th day of February, 2018.

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

ATTEST:

_______________________
Dan Richardson, Mayor

_______________________
Cathy Derby, Town Clerk

APPROVED AS TO FORM

By: _______________________

Mark Hamilton, Town Attorney
CONSULTANT
LBA ASSOCIATES, INC.

By: _______________________
    Laurie Batchelder Adams as President
    of LBA Associates, Inc.

STATE OF COLORADO )
    ) ss.
COUNTY OF GARFIELD )

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was
acknowledged before me this ___ day of ____________, 2018 by Laurie Batchelder
Adams.

Witness my hand and official seal.

My commission expires: ____________________

_____________________________________
Notary Public
MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday January 11, 2018

Commissioners Present:
Michael Durant, Chair
Gavin Brooke
Ken Harrington
Nick Miscione, 2nd Alternate
Yuani Ruiz, Chair Pro Tem
Jeff Davlyn

Staff Present:
Janet Buck, Planning Director
John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:
Marina Skiles
Jay Engstrom, 1st Alternate
Jennifer Gee DiCuollo

Other Persons Present
Matt Verheul, 1199 Village Road
Peter Mueller, 2938 S. Frontage Road, West Vail, CO, 81657
Cindy Suplizio, 2938 S. Frontage Road, West Vail, CO, 81657
Michael Hassig, 689 Lincoln Avenue

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

November 16, 2017 Minutes:

Ken made a motion to approve the November 16, 2017 minutes. Nick seconded the motion, and they were approved unanimously with Yuani and Jeff abstaining, Gavin had not arrived yet.

Other Persons Present
There was no public comment.

Gavin arrived at 7:07 p.m.

PUBLIC HEARING – PUD Amendment
Applicant: Big Sky Holdings – Drs. Verheul
Location: 1199 Village Road

BACKGROUND

John said that this is an application for an amendment to the Commercial/Retail/Wholesale (CRW) Zone District of the Roaring Fcrk Village PUD.
He stated that the purpose of the amendment is to allow residential units above the ground floor within that zone district.

John outlined the following:

The PUD was annexed in 1978 and development has progressed through today. The PUD consists of several zone districts that include the Residential Multiple Family (RMF), the Commercial Retail Wholesale (CRW) and the Commercial Industrial District (CI).

The proposed amendment would only affect the CRW zone district. The CI district was amended in 1993 in a similar manner.

The proposed amendment is to allow one residential unit per building or per ownership of a lot. The dwelling unit must be on the second or third floor of any building.

Staff would recommend that the proposed revision to the PUD include that any accessory dwelling unit be reviewed under the Site Plan Review Process in Section 2.5.3. of the UDC. The text should not include the $50 fee for the Conditional Use Permit but still indicate that the applicant must receive a conditional use permit and pay the current fee for a Site Plan Review application.

In addition, Staff would recommend that any new development/redevelopment plan of any lot shall be subject to the process and criteria in Section 2.5.3 of the UDC. This would require that any new development or redevelopment would need to comply with the development and design standards in the UDC.

In addition, the appeal process in the proposed PUD should be removed. Instead, the standard appeal process set out in the UDC should apply.

Uses

The CRW zone district allows office and professional uses, person and small-scale services and retail, indoor entertainment/recreation, miscellaneous uses such as a dance studio, theater, pool room, bowling alley, as well as restaurants and art galleries. The residential use would be added as a conditional use if approved.

The revised PUD would allow flat/apartment style units and live/work units as defined in the UDC.

Parking

As with the 1993 amendment, the applicant is proposing two parking spaces per residential unit.

Comprehensive Plan

The Future Land Use Plan shows this area in both the “Auto Urban” and “Developed Neighborhoods” designation.
1/11/2018

The "Auto Urban" designation allows for a flexible mix of retail, restaurants, service commercial, offices and multiple story mixed-use buildings which may include residential upstairs.

The "Developed Neighborhoods" designation provides for neighborhood stability and infill projects. This designation only applies to the Heritage Park portion of the CRW zone district.

The proposed amendment seems to be in compliance with the uses section of the Comprehensive Plan. Staff had suggested that the applicant consider rezoning this area to the new Mixed-Use zone district in the UDC. However, the applicant and other property owners declined to apply for a rezoning to the Mixed-Use at this time.

Rezoning Criteria

The Town may approve a PUD zone text amendment if the proposal meets all of the rezoning criteria 1 – 6 in the report.

FISCAL ANALYSIS

The loss of commercial development within the CRW zone district may result in a loss of sales tax revenue to the Town. However, the proposal may also provide an option for employers to be able to provide housing to their employees.

Yuani disclosed that his employer was noticed, Alpine Bank, but that he has no conflict.

Jeff disclosed that he is a patient of the applicant but that he has no conflict.

Gavin noted that he too is a patient.

Jeff also asked for clarification, he asked if the amendment was for the CRW zone district in the PUD only and that it did not include the underlying zone district.

John answered that it was for the CRW PUD zone district only.

Ken asked for clarification regarding residential on the first floor and whether the wording was from the UDC.

John explained that it was from the CI PUD wording and for a structure with only a single story within the CRW zone district.

Jeff asked what was the current state of this PUD and if it included the residential area to the north of this site.

John said that it included the trail and ditch but that the actual residential neighborhood was straight zoning which is the Gianinetti Subdivision. He also stated that he had spoken to two other owners in the PUD and that they wanted to stay within the PUD and not rezone it.

Michael asked if this application was consistent with the PUD policy that Mark Hamilton had recommended for the UDC amendments.
Janet answered that an additional condition was adherence to new regulations that have been implemented since the original PUD approval. She said that the process for site plan review as outlined in the UDC was included with the requirement of adherenceto the site plan review criteria and development standards which would apply if a lot is redeveloped.

Jeff asked if there were any lots in the CRW that would be candidates for redevelopment.

John answered that CRW is all built out to date.

Jeff commented that he wondered if the Mixed-Use zoning could be an advantage for property values but he said that Staff has crafted a good strategy. He wondered if this PUD was ever touched again, with our PUD policy in mind, could it go to straight zoning.

Michael added that this PUD is much larger than this CRW area or the CI area to the south, he said that it is almost the entire northeast corner of Carbondale.

The applicant, Matt Verheul, introduced himself. He said that his wife and he are dentists and that they own the building. He stated that when he built the building he put commercial on the second level and that at some point in the future he wanted to put a residential unit up there. Matt explained that he was not a developer and that the intent of this residential unit is for his parents to move in to it. He said that it is approximately 1100 square feet with two bedrooms and two bathrooms. He said that his building is all very new with up-to-date to the green code and all very safe with sprinklers. He said that there is adequate parking and he has a garage in back which one space will be used by his parents. Matt said there isn’t a lot of noise or traffic that would cause an impact to the neighbors, which is the Alpine Center, the bank, and Heritage Park. He closed by saying that he is trying to get a condo for his parents.

**Public Comment**
There was no public comment.

**Motion to close the Public Hearing**
A motion was made by Ken to close the Public Hearing. Jeff seconded the motion and it was approved unanimously.

Yuani asked if someone could build a multi-story building with residential on the second floor but not on the third.

John answered yes if it is a multi-story building.

Janet added, because they are only allowed one residential unit per lot.

Gavin stated that the wording also allows them to put it on the first level.

Michael said only if it is a single level building.
Michael suggested changing the language to say that it would be on the highest floor on a multi-story building.

Yuani commented that he didn’t see any incentive for someone to build a second story unit when there is a third story.

Gavin added, because we are not used to it.

Further discussion ensued.

Janet explained that the language was taken out of the Cl zone district and that it could be changed.

Ken, Gavin, and Jeff opted to leave the language as it is.

Jeff asked for clarification of the fee for a site plan review in the UDC and should it also be added to the PUD language.

Janet explained that all of the fees were taken out of the UDC and that they are in Appendix A of the Municipal Code so that fees could be changed without going through public hearings. She said that the wording could be changed to fee for site plan review as set out in the Municipal Code.

Jeff thought that it was a good idea for someone else in the PUD that might want to take advantage of this change and that it would be better if it were spelled out that the site plan review fee would still apply.

Ken asked if it would be 1a or 1d.

Jeff thought that it could be added to 1a.

Michael asked if the amendment is for an ADU or a residential unit.

Janet said that it would be for a residential unit not an ADU.

Michael said that the conditional use permit in the PUD shall be revised to reflect that any application for a residential unit those fees will be governed by the Municipal Code and the PUD specific $50 fee will be deleted.

Janet stated that it wasn’t just a residential unit, she said that it would also encompass a lot for redevelopment so that should also be added.

The Commission agreed to the language as follows; The Conditional Use Permit language shall be revised in 1a) Any application for a new or redevelopment plan of any lot shall pay the fee set out in the Municipal Code for site plan review and be processed as per Section 5.2.3 of the UDC and change condition #3) Change ADU to residential unit.
Motion

Yuani made a motion to approve the zone text amendment for the CRW district of the Roaring Fork Village PUD with amended conditions 1a and 3. Ken seconded the motion and it was approved unanimously.

No: none
Yes: Yuani, Ken, Nick, Michael, Gavin, Jeff

PUBLIC HEARING – Rezoning
Applicant: Peter Mueller/Cindy Suplizio
Location: Northwest of the intersection of Cleveland Avenue and 7th Street

BACKGROUND

John said that this is an application for a rezoning. He stated that the Planning Commission is required to hold a public hearing and make a recommendation to the Board to approve the request, approve the application with conditions, or deny it. He said that the Planning Commission may also continue the public hearing.

John outlined the following:

The site is a vacant 3,778 square foot parcel located at the corner of 7th Street and Cleveland Ave.

The request is to rezone the property from the Transit (T) zone district to the Residential Medium Density (R/MD) zone district.

The applicants propose to construct a single-family home on the parcel if it is rezoned. A conceptual site plan has been included in the application.

The property shown on the conceptual plan is Lot I of the Resubdivision of Lot C of the Lincoln Avenue East PUD but is not part of the actual PUD.

The subject property has been the subject of several land use applications ranging from the creation of the lot in 1998 and a rezoning application that requested Lot I be rezoned from Open Space/Transit (O/T) to Residential High Density (R/HD), but at that time in 1999 the request for rezoning was denied. The minutes and ordinances of the 1999 P&Z and BOT meetings are attached. It should also be noted that since that time a new comprehensive plan and land use code have been adopted.

REZONING

Surrounding Uses and Zoning

The lot is surrounded by residential zoning as well as Transit and industrial zoning.

Comprehensive Plan
The property is designated as “Downtown-Old Town Periphery” on the Future Land Use Plan in the 2013 Comprehensive Plan. This designation allows for a mix of multifamily and single family uses. Infill /redevelopment projects would be determined by the size of the lot. Uses should be transitioned appropriately to adjoining uses.

**Residential Medium Density (R/MD) Zone District**

Below is the purpose section of the R/MD zone district:

The purpose of the Residential/Medium-Density district is to provide for neighborhoods comprised of a mixture of single-family detached homes and small-scale multifamily dwellings such as duplexes, townhomes, or patio homes in a comfortable, healthy, safe, and pleasant environment, together with schools, parks, trails and other public facilities. This district may serve as a transition between higher-density residential districts and the low-density residential district.

**Transit (T) Zone District**

Below is the purpose section of the T zone district:

The purpose of the Transit district is to help provide for the public ownership of the 100-foot-wide main line of the Denver and Rio Grande Western Railroad right-of-way. The district allows for land uses that further the Town’s goals for multimodal connectivity and mobility and are compatible with the Roaring Fork Transportation Authority corridor that extends through the Town and throughout the Roaring Fork Valley.

**Staff Comments on Rezoning**

Staff is supportive of the rezoning application. The 2013 Comprehensive Plan designates this property as Downtown-Old Town Periphery.

**SITE PLAN COMPLIANCE WITH UDC provided for general reference**

**Lot Area**

The development site is 3,778 sq. ft. and is compliant with the District standard of 3,000 sq. ft. per unit.

**Setbacks**

The setbacks are in conformance with the UDC, as is the lot size per dwelling unit.

Because of the location of the ditch on the eastern portion of the lot, Staff would like to see a ditch easement be in place. Public Works and Utilities have also noted this in their comments.
1/11/2018

Lot Coverage

The UDC allows a maximum of 60% lot coverage, or in this case, 2266.8 sq. ft. The site plan is indicating 59.6% or 2,253 sq. ft. This will need to verified at BP

Parking (UDC Section 5.8)

There are two required parking spaces indicated.

FISCAL ANALYSIS

The rezoning and development of this property will provide housing and an infill opportunity.

Jeff asked if the connection to the Rio Grande Trail was at Seventh Street.

John answered that it was at the intersection of Cleveland Avenue and Seventh Street.

Jeff asked if the connection crossed the property line or if a driveway would get in the way of the connection to the trail.

John answered that it did not cross the property line and that he and the Public Works Director didn't see any issues with backing up into the right-of-way.

Gavin commented that the aerial view shows the driveway would come off of someone else's driveway and it's pretty far away from the trail access.

Ken asked if the tip of the property was in the connection.

Gavin answered that it was a ditch as shown on the aerial view, not their property.

Michael Hassig gave an explanation that was inaudible. He said that he was not representing the applicant but that he was a neighbor.

Nick asked who the neighbor was to the west.

Michael answered that it was all residential.

The applicants Peter Mueller and Cindy Suplizio introduced themselves. Peter explained that twenty years ago they bought some excess right-of-way and that a small piece was given back to the Town to create a whole intersection. He said that two additional parcels were created to the east and the sliver that we are talking about today. Peter said that twenty years ago Carbondale was a different place. He said that now they are back in Carbondale and that they are excited about living downtown. Peter said that there has been a lot of infill which is good for a town and this is part of that infill network. He said that the lot is big enough and that it has access as well as parking. He said that if we put services to it that it will be a nice way to add density to the Town of Carbondale.
Michael Hassig, 689 Lincoln Avenue said that Peter and Cindy were partners in the original Lincoln Avenue PUD. He said an opportunity came up to purchase excess right-of-way as the railroad was planning to turn over the corridor to local governments. He said that there were a series of reconfigurations of the Lincoln Avenue PUD lots. Michael Hassig said that Peter and Cindy sold the house they built and that they are trying to figure out a way to get back. He said that their build out worked on this lot with two feet to spare with parking spaces on it. He said that it will probably be Carbondale’s first tiny home because at its widest it can’t be any wider than fifteen feet. Michael Hassig said that it is a funky, eccentric neighborhood with lots of different things going on. He said that one thing that we were proud of when we did the Lincoln Avenue PUD was that we had no CC&R’s, HOA and no design guidelines. He said that this fits right in with its minimal impact and a worthwhile use for a little, unused piece of ground. Michael Hassig said that he would suggest that you pass on a recommendation for approval.

Enter into the record a letter from Joani Matranga, owner of 711 and 717 Lincoln Avenue.

**Motion to close the Public Hearing**
A motion was made by Jeff to close the Public Hearing. Ken seconded the motion and it was approved unanimously.

Nick asked who the neighbor to the north was on the other side of the Rio Grande Trail.

John answered the Roberts property where the Little Blue Lake Daycare is and an excavation company on the other portion of that lot. He said that to the northeast is where Distinguished Boards and Beams is located.

Ken asked why the extension of the sewer line is not a condition.

John stated that it would be covered in the building permit process.

Gavin commented that regarding the letter received, from Joani Matranga, the last time this property was public is when the railroad acquired it and that this has been a private parcel for a long time. He said that there is no loss of public land and the applicant is not asking for additional concessions. He said that this is a conforming, legal, private lot in the new zone district if it gets the new zoning. It has little opportunity to be used in the transit zoning district.

John added to Gavin’s point that the Rio Grande Trail is owned by RFTA.

Michael stated that this property is being rezoned to what all the surrounding properties are except for the trail itself. He said that this is private property and private property should not be zoned transit.
Gavin said that we have wrestled with short term rentals but not on a lot by lot basis as stated in the letter. He said that it is a community wide issue not a lot by lot issue. Gavin said that he has a minor public safety concern with the window well facing the bike trail. He said that he thought it would be covered at permitting but that he thinks it should be fenced or covered as it is a foot and half away from public property.

**Motion**

Ken made a motion to approve the rezoning with the four conditions and six findings in the Staff report. Gavin seconded the motion and it was approved unanimously.

No: none
Yes: Yuani, Ken, Nick, Michael, Gavin, Jeff

**UDC Discussion**

Janet provided recommended language.

**OTR Standards Points of Discussion**

**P&Z Points were:**

- Do color and materials constitute breaking up the box? Do not use texture in wording.
- It is difficult to regulate design.
- Larger structures shall be divided into smaller masses to be consistent with other structures in the neighborhood.
- The more specific the wording the less likely to get it right.
- Monolithic, a large scale, would not be allowed and its definition to be used in the wording of the new #2.
- New structures shall have horizontal and vertical articulation and architectural design, in order to avoid undifferentiated facades.
- Two sentences should be broken up into two sections, 1) smaller masses and 2) scale.
- Ian Oeser, an active citizen, suggested the wording architectural detail, which implies design.
- A single family home without an ADU is exempt from site plan review.
- Should side setbacks be changed to seven feet?

Further discussion ensued about the OTR standards.

The Commission agreed that Janet and Clarion will make revisions and the final drafts of the amendments will be brought to the P&Z in the future.

**Mobile Home Park Amendments**
P&Z’s Points were:

Mobile home parks were inadvertently left out of the UDC. Janet looked at the standards from Montrose and Durango, which she included in the packet and provided recommended language.

- Tiny homes are not well defined.
- If it is built to ANSI 119 it is a camper or traveling home.
- A HUD or IRC home have a forty pound snow load.
- Durango allows ten percent of the mobile home parks to have campers, not to exceed thirty consecutive days.
- The Commission agreed that interior sidewalks should not be required.
- Common Open Space should be required in mobile home parks.
- A new mobile home park should pay impact fees to schools. Who assesses that fee?
- Connectivity between existing bikeways or out of development, look at existing connectivity UDC chapter.
- If the home is strapped to deadmen and the wheels are not supporting the home it could be HUD approved.
- Would a matrix for ANSI, HUD and IRC make it easier to explain differences?
- In a residential zone district an RV is allowed for fourteen days.

Further discussion ensued regarding tiny homes.

The Commission agreed that Janet will make revisions to the mobile home park amendments and the draft will come back to the P&Z.

Staff Update

Janet said that she spoke to Clarion and that they can do modeling in-house now. Gavin and Michael will join Janet the week of February 19 for a conference call with Clarion regarding the modeling.

Janet said that there is a childcare collation which will be going to the Board next Tuesday. She said that Angela Loughry has been working hard on possible locations of daycare centers for the collation. She said that in the UDC it was decided that the Industrial Zone district was not an appropriate location for daycares. Janet said that Angela made a list of all the PUD’s and if daycares would be allowed in the PUD.

Janet said that City Market’s legal documents are due next Tuesday and things are on track.

Janet stated that the 728 Euclid Avenue appeal is in process with the District Court.
Commissioner Comments

Jeff asked about the senior living parking standards. Janet said that it will come before the Commission January 25, 2018, which is the next P&Z meeting.

Michael said that he had lunch with Ben, the Trustee, and that he is concerned with the lot on the corner of Eighth and Merril Avenue, which is a daycare. He said that Ben would like something to be done about that lot but not the zone in general.

Michael said that he worked with Dan Richardson on the County referral regarding the amendment to the Comprehensive Plan. He said that he and Dan went to the meeting and the proposal was shot down. He said what the owner wanted is drastically different than what the County Comp Plan was proposing for density.

Jeff asked what was happening with Red Hill and was it being annexed.

John explained the annex process, he said that it is zoned as a PUD. He said that they want to build two new trail connections to the top of the hill to avoid the road. He said that annexation and rezoning will come before the P&Z but that it doesn’t have to be annexed.

Motion
A motion was made by Ken to adjourn. Yuani seconded the motion and the meeting was adjourned at 9:45 p.m.
January 29, 2018

Jay Harrington, Town Manager
and the Carbondale Board of Trustees
511 Colorado Avenue
Carbondale, CO 81623

Dear Mr. Harrington and Members of the Carbondale Board of Trustees:

On behalf of Family Visitor Programs I would like to thank you and the members of the Carbondale Board of Trustees for the 2018 Grant payment in the amount of $1,600.00. The support of the communities we serve is vital for Family Visitor Programs to raise matching funds from private foundations and individuals. We appreciate your belief in our agency and the families we serve.

Once again, thank you.

Sincerely,

[Signature]

Saundra D. Swanson, Executive Director
January 30, 2018

Town of Carbondale
Cathy Derby, Town Clerk
511 Colorado Avenue
Carbondale CO 81623

Dear Cathy,

On behalf of our Board of Directors, staff, members, and volunteers, thank you to the Town of Carbondale for the $1,360 grant award. This funding helps provide the resources that enable us to accomplish many valuable outdoor stewardship projects and Young Stewards outdoor service learning projects in and around the Town of Carbondale.

Please contact me if you have any questions or need any addition information. Once again, thank you to the Town of Carbondale for its support of Roaring Fork Outdoor Volunteers and our mission of stewardship of our community's magnificent public lands.

Sincerely,

Jo-Anne Ahrens
Development Coordinator
January 24, 2018

Town of Carbondale
511 Colorado Ave
Carbondale CO 81623

Dear Carbondale Trustees,

Thank you for helping Access AfterSchool (Access) to provide quality afterschool programs for students in the Roaring Fork and Colorado River valleys. Since 2009, Access AfterSchool has provided high-quality, low-cost, afterschool academic and enrichment programs to over 12,000 youth, enhancing the lives of local youth, support working families, and building healthy communities.

Supporters, like you, are dedicated to Access’ mission of providing students with hands-on opportunities that spark their passions and allow them to apply what they learn in school to their daily lives.

For over nine years, Access has supported local students, teachers, families and communities from Basalt to Rifle with its programs: SecondShift, Accelerate (XLR8) and BoostCamp. Access continues to serve students in afterschool activities and remains an independent nonprofit organization, with valuable partnerships with local school districts but no organizational affiliation with them or their programs.

As we embark on a new year, Access remains dedicated to providing local students with high-quality afterschool programming in a safe and healthy environment; opportunities to build positive relationships with adult mentors and peers; and to develop the life skills they need to succeed in college and career.

Thank you for honoring us with your generosity and for making a difference in the lives of local youth.

Many thanks,

Deb Rice

Deb Rice
Executive Director
Access AfterSchool, a 501(C)3 Non-Profit, Tax ID #20-0369318

Access AfterSchool is a 501(c)3 non-profit organization. No goods or services of any value were or will be transferred to you in connection with this donation. Please keep this written acknowledgement as a receipt of your donation.
January 15, 2017

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Town of Carbondale:

On behalf of the A Way Out staff, the Board of Directors, and the youth and families we help, we want to thank you for your generous grant in the amount of $2600.00 received on January 15, 2018.

Your grant support will help underserved Town of Carbondale youth, adults and families who are struggling with addiction and who do not have the resources to get the help they need to recover from a “substance use disorder”.

Because of your grant, we are better able to help Carbondale residents obtain inpatient and outpatient treatment and a year of aftercare with A Way Out’s clinical programming. We are most grateful for your support!

Over 70% of those we help have regained purpose and become healthy. They have become productive citizens, are employed and are becoming self-sufficient.

This is a tremendous gift for us to be able to help residents reclaim the lives they were meant to live, and because of people like you, it is possible.

Warmest regards,

Elizabeth Means, CEO
A Way Out

We acknowledge that not goods or services were received for this donation. For your tax purposes, our 501c3 tax-exempt number is: 46-1809899.
January 10, 2018

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

Dear Town of Carbondale,

The staff and volunteers of LIFT-UP, and on behalf of individuals and families we serve, thank you for your support in 2017, as we celebrated our 35th year of service to the region. We sincerely hope that your new year is off to a wonderful start as we send this letter to acknowledge your financial contribution(s) for 2017. Please retain this official acknowledgement for your tax-reporting purposes.

Here are several highlights of how your generous support has helped us at LIFT-UP accomplish our goals last year (based on Jan.-Nov. 2017 stats):

• 50,647 sacks of food were provided to our neighbors in need.
• The Extended Table soup kitchens in Rifle and Glenwood Springs served more than 17,330 meals.
• All totaled, LIFT-UP provided 48,615 instances of service last year, thanks to you, our donors, volunteers and community partners.

Thank you so much for considering the needs of your local neighbors in your charitable giving. Nearly 90% of all donations support those in need, with less than 10% attributed to administrative overhead.

On behalf of everyone at LIFT-UP, I wish you an uplifting 2018!

Amy Barr
Executive Director

P.S. If you would like your future donations to LIFT-UP to qualify for a 25% Enterprise Zone tax credit, please contact us at 970-624-4496 and we’ll set up the paperwork for you.

This letter serves as proof of your total 2017 donation, which is tax deductible to the extent allowed by law. As a donor, you received no goods or services in exchange for your contribution.

Total donations given during 2017: $1,995.00
Tax I.D. #84-0896081
January 19, 2018

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

Dear Cathy,

On behalf of all of the youth in the Buddy Program who benefit from this generous gift, thank you for your $990.00 donation received on 1/19/2018 from the Town of Carbondale. Your gift will be used to improve the lives of the 575 youth and families throughout the Roaring Fork Valley that we serve through our high quality programs, and enable the Buddy Program to continue to develop as a major mentoring resource in our community.

Friends like you provide increased opportunities and formative experiences for youth in need. Over half of Buddy Program participants come from families that make less than the minimum subsistence wage in Pitkin County. Your generosity also provides support services such as therapeutic counseling, scholarships for children to participate in life-enriching extra-curricular activities, experiential group mentoring programs that challenge youth to break through into a more positive state of being, and much more.

Thank you for supporting the Buddy Program’s mission to strengthen our community by guiding and inspiring youth through mentoring.

In celebration of your generosity,

Lindsay Lofaro
Executive Director

Thank you Cathy and everyone at ROC for your continued support of our important work!

Please visit our website www.buddyprogram.org to view our Annual Report for more information on the progress in 2016 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.
January 18, 2018

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Dear Trustees,

I am deeply grateful for the Town of Carbondale’s grant of $1,750. 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
Support for Survivors of Intimate Partner Violence

January 19, 2018

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

Dear Jay and Board of Trustees:

On behalf of the Board of Directors, I am expressing our deepest appreciation for the generous grant of $1,965 the Town of Carbondale has granted Advocate Safehouse Project for 2018. 2017 marked our 30th Anniversary of providing assistance for domestic and/or sexual violence survivors in Garfield County & the Roaring Fork Valley and we could not still be here today without you.

As 2018 begins it is a time when I look forward to another year to be able to provide the needed services to the domestic and/or sexual violence survivors in our community. With your support Advocate Safehouse Project will provide many services to over 425 survivors of domestic and/or sexual violence in with 25 families residing in our Safehouse Program. We believe each person in Garfield County deserves a healthy relationship free from violence. Every day we support the healing of domestic and/or sexual violence survivors as they transition from a life of fear to one filled with peace, confidence, and hope. Many thanks for helping us make our community a better place for all of us to live.

Everyone here at Advocate Safehouse Project wishes you and yours a Happy New Year! Your continued generosity is truly appreciated by us and the families we serve in Garfield County.

Again, many thanks for your consideration. Please let me know if I may be of further assistance.

Warmly,

Julie Olson, MSW
Executive Director
January 25, 2018

Town of Carbondale
Jay Harrington
511 Colorado Ave.
Carbondale, CO 81623

Dear Jay,

Thank you for your donation to Raising A Reader Aspen to Parachute. We have received a check in the amount of $720.00. Your support will provide parents with the tools they need to foster family bonds of learning and literacy during their child’s most critical developmental years.

With this contribution, you help provide books and parent education to the families of 1,600 local children including 230 in Carbondale. The books often fill a critical need, but we know our parent education efforts are even more significant. When parents learn about the positive developmental impact of daily engagement in reading, talking and sharing intentional time with their children, families thrive and children succeed. We hear stories frequently from parents about the family bonds of learning, literacy and love started or enriched by a simple commitment to pull out the Raising A Reader book bag every day.

Every child deserves a fair chance at success. Thank you again for this support.

Sincerely,

Rick Blauvelt
Executive Director

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This letter acknowledges receipt of your donation in the amount of $720.00; on 1/9/2018. Roaring Fork Valley Early Learning Fund is a 501(c)(3) tax exempt nonprofit organization whose Federal Tax ID is: 55-0873041. No goods or services were provided in exchange for the above referenced contribution.
THE MEMBERS OF THE
TOM'S DOOR
BOARD OF DIRECTORS
EXTEND A HEARTFELT THANK
YOU FOR YOUR DONATION

With tremendous gratitude we thank
you for your generous contribution to Tom's Door.
With so many worthy causes in our valley and beyond,
we appreciate that you have chosen to support
Tom's Door and our mission to serve those in need.
Blessings to you!

TOM'S DOOR BOARD OF DIRECTORS
~ Tom's Door, opening doors to those in need. ~

This will certify that no goods or services were received in return for this donation.
Tom's Door is a tax exempt organization as described under section 170
of the Internal Revenue Code Federal Tax ID NO 26-3881267
Dear Carbondale Discretionary Fund Team,

Thank you so much for your grant to VOICES! Your support is helping us amplify voices in Carbondale, and we are grateful! In 2018, we'll be running projects in CRES, CMS, and RFHS! We can't wait to share stories about our impact with you!

Warmly,

Reuel Price

P.S. I'm including our most recent flyer with pictures and more info.